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UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

IN THE MATTER OF:

THE OPERABLE UNIT TWO OF THE  
LAKE CALUMET CLUSTER SITE  
(CONSISTING OF THE  
ALBURN/AMERICAN INCINERATION,  
INC., SITE; THE U.S. DRUM II SITE; THE  
UNNAMED PARCEL; AND THE PAXTON  
LAGOON SITE),

SEE ATTACHED SERVICE LIST,

Respondents.

ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON  
CONSENT FOR REMEDIAL  
INVESTIGATION/FEASIBILITY STUDY

EPA Region 5

CERCLA Docket No.           

**V-W-13-C-013**

Proceeding Under and Issued Pursuant to  
Sections 104, 107 and 122 of the  
Comprehensive Environmental Response,  
Compensation, and Liability Act, as  
amended, 42 U.S.C. §§ 9604, 9607 and  
9622.

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**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT  
FOR  
REMEDIAL INVESTIGATION/FEASIBILITY STUDY**

**I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement" or "Order") is entered into voluntarily by the Respondents listed in Appendix B ("Respondents") and by agreement with the United States Environmental Protection Agency ("EPA"). The Settlement Agreement concerns the preparation and performance of a remedial investigation and feasibility study ("RI/FS") for Operable Unit Two of the Lake Calumet Cluster Site, which consists of the groundwater at and emanating from the parcels commonly known as the Alburn/American Incineration, Inc., Site; the U.S. Drum II Site; the Unnamed Parcel(s) Site; and the Paxton Avenue Lagoons Site, bounded by the Land and Lakes Landfill to the west, 122<sup>nd</sup> Street to the south, the Norfolk and Western Railroad right-of way and the Indian Ridge Marsh to the east, and Paxton I and II Landfills (119<sup>th</sup> Street) to the north, all in Chicago, Cook County, Illinois (the "Cluster Site" or the "Site"). The Settlement Agreement also concerns the reimbursement of future oversight response costs incurred by EPA in connection with the Operable Unit Two RI/FS.

2. This Settlement Agreement is issued and entered under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further redelegated by the Regional Administrator, EPA, Region 5 to the Director, Superfund Division, EPA, Region 5 by EPA Delegation Nos. 14-14-C and 14-14-D on May 2, 1996.

3. In accordance with Section 104(b)(2) and Section 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the U.S. Department of Interior and the Illinois natural resource trustees on December 17, 2004, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship. By entering into this Settlement Agreement, the Respondents do not admit that there has been any injury to natural resources. In accordance with Section 121(f)(1)(F), EPA has notified the State of Illinois (the "State") of negotiations with potentially responsible parties regarding the implementation of the remedial investigation and feasibility study for Operable Unit Two of the Site.

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability, including but not limited to, any alleged liability for the Unnamed Parcel(s) and the Paxton Avenue Lagoons Site. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact and conclusions of law and determinations in Sections V and VI

of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Order or its terms.

## **II. PARTIES BOUND**

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their agents, heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required of them by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that each contractor hired to perform the work required by this Settlement Agreement and each person representing the Respondents with respect to the Site receives a copy of this Settlement Agreement and complies with this Settlement Agreement. Respondents shall provide written notice of the Settlement Agreement to all subcontractors hired to perform any portion of the Work under this Settlement Agreement, or shall ensure that each contractor provides such notice. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

8. The undersigned representative of each Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind the Respondent to this Settlement Agreement.

## **III. STATEMENT OF PURPOSE**

9. By entering into this Settlement Agreement, the objectives of EPA and Respondents are: (a) to determine the nature and extent of contamination in the groundwater entering at and emanating from the Site and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants in the groundwater entering at and emanating from the Site and to collect sufficient data for identifying and evaluating remedial alternatives for groundwater by conducting a Remedial Investigation ("RI") as more specifically set forth in the Statement of Work ("SOW"); (b) to identify and evaluate groundwater remedial alternatives that protect human health and the environment by preventing, eliminating, reducing or controlling any release or threatened release of hazardous substances, pollutants, or contaminants in the groundwater at and emanating from the Site, by conducting a Feasibility Study ("FS") as more specifically set forth in the SOW; and (c) to recover response and oversight costs incurred by EPA with respect to this Settlement Agreement.

10. The Work conducted under this Settlement Agreement is subject to approval by EPA and shall include and provide to EPA all appropriate and necessary information for the

Operable Unit Two RI/FS and for a Record of Decision for Operable Unit Two that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondents shall conduct all Work under this Settlement Agreement in compliance with CERCLA, the NCP and all applicable EPA guidance, policies, and procedures applicable at the time this Settlement Agreement is entered.

#### IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

- a. "ARARs" mean all applicable local, state, and federal laws and regulations, and all "applicable requirements" or "relevant and appropriate requirements" as defined at 40 C.F.R. § 300.5 and 42 U.S.C. § 9261(d).
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*
- c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.
- d. "Effective Date" shall be the effective date of Settlement Agreement as provided in Section XXIX.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- f. "Future Response Costs" shall mean all Operable Unit Two RI/FS costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports, technical memoranda and other items pursuant to this Settlement Agreement, conducting community relations, providing or administering technical assistance to community groups, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs (including fees), travel costs, laboratory costs, ATSDR costs, the costs incurred pursuant to Paragraph 61 (costs and attorneys fees and any monies paid to secure access), and Paragraph 47 (emergency response).
- g. "IEPA" shall mean the Illinois Environmental Protection Agency and any successor departments or agencies of the State.
- h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest

shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. “NCP” or “National Contingency Plan” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

j. “Operable Unit Two” or “OU2” shall mean the groundwater at and emanating from the Cluster Site.

k. “Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

l. “Parties” shall mean EPA and Respondents.

m. “RCRA” shall mean the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.*

n. “Respondents” shall mean those Parties identified in Appendix B.

o. “RI/FS Planning Documents” shall mean the Work Plan/Field Sampling Plan, Quality Assurance Project Plan, Health and Safety Plan for Operable Unit Two, and all other such documents identified in the attached Statement of Work.

p. “Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

q. “Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent, all appendices attached hereto (listed in Section XXVII) and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the Settlement Agreement upon approval by EPA. In the event of conflict among this Settlement Agreement, the SOW, the RI/FS Work Plan, or any appendix, this Settlement Agreement shall control.

r. “Site” or “Cluster Site,” solely for purposes of the Work to be performed under this Settlement Agreement and not with the intent to define or reflect the boundaries of the Site or releases, shall mean the Lake Calumet Cluster Site, consisting of the parcels commonly known as the Alburn/American Incineration, Inc., Site (“Alburn”); the U.S. Drum II Site (“U.S. Drum”); the Unnamed Parcel Site (Unnamed Parcel); and the Paxton Avenue Lagoons Site (“Paxton Lagoons”); bounded by the Land and Lakes Landfill to the west, 122<sup>nd</sup> Street to the south, the Norfolk and Western Railroad right-of way and Indian Ridge Marsh to the east, and Paxton I and II Landfills (119<sup>th</sup> Street) to the north, all in Chicago, Cook County, Illinois, and nearby areas where hazardous substances, pollutants, or contaminants have or may have come to be located. *See* Appendix C. The Site as a whole has not been surveyed, nor have the parcels that make up the Site been surveyed. Accordingly, the size of the Site, and the size of each parcel within the Site, is an estimate.

s. "State" shall mean the State of Illinois.

t. "Statement of Work" or "SOW" shall mean the Statement of Work for development of a RI/FS for Operable Unit Two of the Cluster Site, as set forth in Appendix A to this Settlement Agreement. The Statement of Work is incorporated into this Settlement Agreement and is an enforceable part of this Settlement Agreement as are any modifications made thereto in accordance with this Settlement Agreement. "United States" shall, for the purposes of this Settlement Agreement only, exclude any federal agency that may be identified as a potentially responsible party at the Site pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

u. "Waste Material" shall mean: (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous substance" under Illinois State law 415 ILCS § 5/3.215.

v. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement, except those required by Section XIV (Retention of Records).

## **V. FINDINGS OF FACT**

12. The Cluster Site and the area around it was originally wetland. According to IEPA's "Investigating the Cluster Sites of Southeast Chicago, Executive Summary" report dated April 2001, the wetland began to be filled with slag from the steel industry and other waste (including construction debris, and municipal, industrial, and chemical waste) commencing around 1900. According to "The Nature and Extent of Contamination at the Lake Calumet Cluster Site" report prepared for EPA by Ecology and Environment, Inc., dated November 30, 1999, an aerial photography analysis report prepared for EPA by Lockheed Environmental Systems & Technologies Co. showed that the Site still was mostly wetland as of 1949. Filling activities in the area of the Site were noted in an aerial photograph dated May 6, 1958, with fill and pools of standing liquid, believed to be water, noted in the northwest and northeast areas of the current Site boundaries. An aerial photograph dated November 12, 1960, showed the fill area had extended into parts of the Unnamed Parcel and Paxton Lagoons areas. There is little known about the types of fill and the generators and operators that used the area at this time. Fill and extraction pits were located in the northwest area of the Site. Drainage from the southern portion of the fill area appeared to flow into the wetland east of the Site. By January 26, 1964, aerial photography disclosed mounds of fill within the Site, especially in the northwest area, and widespread filling across the entire southern 40 acres. A December 3, 1967 aerial photograph disclosed activity in the Paxton Lagoons area, the northwest landfilled area, and the future site of U.S. Drum's operations in the northeast area of the Site. Thus, over time, the surface area of the Site was raised to an elevation above the water table.

13. Within the Cluster Site area, the Alburn/American Incineration, Inc. Site covers approximately 9 acres. Alburn/American Incineration had a business address of 2200 East 119<sup>th</sup> Street, Chicago, Illinois, 60617. Statements presented in the January 2002 Expanded Site Inspection Report indicate that hazardous waste incineration, as well as hazardous waste storage

and transfer operations started at the Alburn Site in 1977. In 1979, EPA issued a RCRA permit to operate an incinerator to Alburn. Alburn incinerated and also stored hazardous wastes and sludge at the Site. Site storage and disposal methods included land filling, incineration, operation of a surface impoundment, and bulk liquid waste storage. In 1982, Alburn's incinerator permit was revoked by the IEPA due to RCRA violations. Alburn, however, continued to accept bulk waste until January 1983, when it is reported that American Incineration acquired ownership of the Site. EPA performed an emergency removal action at the Alburn Site between July and November of 1983. The EPA's removal actions consisted of the removal and proper off-site disposal of the contents of numerous drums and other containers from the Site. Certain private parties were also notified that their drums and other containers were present at the Site and they caused them to be removed at their own cost.

14. In 1986, EPA entered into an administrative removal past-cost recovery settlement with certain generators that contributed waste to the Alburn Site. In 1988, EPA entered into a removal past-cost recovery civil judicial consent decree settlement with certain other generators that contributed waste to the Alburn Site.

15. Within the Cluster Site area, the U.S. Drum II Site covers approximately 5.6 acres. U.S. Drum had an alleged business address of 2400 East 119<sup>th</sup> Street, Chicago, Illinois, 60617. The U.S. Drum II Site is located in the Northwest quarter of Section 24, Township 37 North, Range 14 East. As discussed in Paragraph 12, the U.S. Drum II Site and other areas of the Cluster Site were filled with various types of industrial and municipal waste beginning in the early 1900s. Records suggest that the U.S. Drum II Site was originally owned by the Earth II Company, managed by Mr. Anthony Tellis. During the early 1970s, Mr. Tellis operated a waste transfer and solvent recovery facility at the U.S. Drum Site until a fire in 1975. In 1976, Earth II went out of business and Mr. Tellis abandoned operations at the facility. Mr. Tellis allegedly left approximately 1,750 drums on-site. Between 1976 and 1979 the Site was acquired by Alburn and in 1979 was leased to Steven Martell, who operated the U.S. Drum waste drum temporary storage and transfer facility on the property. Records report that Mr. Martell moved his drum transfer operation from a location at 135th Street and Hoxie Avenue (reportedly 13500 S. Hoxie Ave.) to 119<sup>th</sup> Street. The new Site was designated U.S. Drum II. IEPA inspected U.S. Drum in March 1979, finding an estimated 6,000 55-gallon drums, many in poor condition, four "open dump" lagoons of assorted sludge and liquid hazardous wastes, three bulk liquid trucks, and approximately 25 semi-trailers containing drums.

16. In April 1979, a court order was issued by the Cook County Circuit Court prohibiting Mr. Martell and U.S. Drum from further accepting additional waste and from removing waste from the U.S. Drum II Site. U.S. Drum was alleged to be operating a hazardous waste management site without permits and with direct discharge of hazardous wastes into the environment. In May and August 1979, additional court orders directed site closure and corrective measures, including construction of a berm to contain wastes, labeling, segregation, and ultimate removal of drums, as well as capping the site.

17. In response to the court orders, U.S. Drum removed the drums that it brought to the Site. Between October and December, 1979, an estimated 341,000 gallons of liquid and semi-solid wastes were removed from the Site. The estimated 1,750 drums claimed to belong

to Mr. Tellis and Earth II were left on-site and stacked on pallets in random groups inside earthen berms. The areas outside the berms were capped with six to eight inches of clay as required by the court. IEPA inspection reports between January 1981 and October 1984 documented that up to half of the drums left behind at the site were open, bulging, or leaking, and that four-to-six inches of standing water covering parts of site were accelerating drum deterioration and causing the spread of contamination.

18. EPA conducted a removal action at U.S. Drum from December 1984 through July 1985. As workers were excavating to construct a new access road, additional buried drums were discovered. As of July 1985, all observable drums (including the 1,750 drums left by Tellis and the buried drums found during road construction), along with 435 cubic yards of contaminated soil and 62,000 gallons of standing water, were removed. Removal areas were leveled, capped with clay, covered with soil, graded, and seeded.

19. The Paxton Lagoons portion of the Cluster Site covers approximately 12 acres. The Paxton Lagoons area is located north of 122<sup>nd</sup> Street, Southwest of Alburn, and west of the Unnamed Parcel. Lake Calumet is located approximately one mile to the west. The Paxton Lagoons consisted of three lagoons, a berm of soil and crushed drums, and an area of oily soil. The lagoons were reportedly used during the 1940s and a variety of chemical wastes from nearby steel mills were allegedly brought to the Paxton Lagoons. A large number of drums were also reportedly buried there. The operators of this waste disposal operation and the generators of the waste disposed of on the Paxton Lagoons portion of the Cluster Site remain unknown at this time or are deceased. IEPA sampling in 1985 disclosed significant levels of volatiles, semi volatiles, PCBs, and heavy metals. EPA conducted an emergency removal at the Paxton Lagoons in 1990, removing 60 drums of hazardous materials and 2,200 cubic yards of acidic soil. IEPA incinerated PCBs found at the Paxton Lagoons during 1992, and the incinerated material was backfilled and used for grading. IEPA capped and bermed the Paxton Lagoons to keep surface water runoff within the capped area, and also constructed a pond on the southern border of the Paxton Lagoon site.

20. The Unnamed Parcel covers approximately 38 acres within the Cluster Site, and is located south of the former Alburn Incinerator and U.S. Drum facility locations. Data suggests that this area received municipal, industrial, and chemical waste materials from the 1940s through the 1960s. The aerial photographs of the Cluster Site appear to indicate that extensive fill operations at the Unnamed Parcel occurred in the 1960s. Sampling at the Cluster Site disclosed solid waste throughout the Cluster Site at depths from the Site surface to as deep as 30 feet below ground level. The operators and generators of the filling operation at the Cluster Site, and especially the Unnamed Parcel, remain unknown at this time. Much of the Unnamed Parcel is covered with perennial grasses, weeds, and wetland vegetation. Property records show that the Unnamed Parcel is divided into residential sized parcels, most of which are tax delinquent.

21. Extensive soil, surface water, and groundwater sampling have been conducted at the Cluster Site to determine the extent of contamination. The results of the sampling were obtained in accordance with data Quality Assurance/Quality Control (QA/QC) procedures accepted by the EPA and will be used to help determine the scope of the RI Work on

groundwater to be conducted at the Site. The results of these sampling activities are documented in the following reports: "The Nature and Extent of Contamination at the Lake Calumet Cluster Site" report prepared for EPA by Ecology and Environment, Inc., dated November 30, 1999; the "Final Comprehensive Site Investigation Report, Lake Calumet Cluster Site: Alburn, U.S. Drum and Unnamed Parcel Areas" prepared by the Department of Environment, City of Chicago, Illinois, and dated August 2001; and the "Remedial Option Report, Southeast Chicago Cluster Site" prepared for IEPA and dated September 27, 2002.

22. Benzene, iron, lead, and manganese were detected in some wells at concentrations above Tiered Approach to Corrective Action Objectives Class I groundwater remediation objectives in sampling conducted in 1998 and 1999. The concentrations of benzene detected in more recent groundwater samples collected by IEPA in 2002 generally decreased across the Site.

23. Routes of exposure that may pose potential risks to wildlife include contaminated groundwater.

24. Previous reports have estimated that the surface drainage area of the Cluster Site that contributes flow to Indian Ridge Marsh is approximately 13 acres. An assessment of the water quality of Indian Ridge Marsh performed by the Illinois State Water Survey in 1999 concluded that with the exception of ammonia-nitrogen, the water quality characteristics of the marsh generally met the IEPA's general use standards and were comparable to values for other Illinois natural marshes. The concentrations of volatile organic constituents and semi-volatile organic constituents in surface water samples collected from the marsh as part of the Illinois State Water Survey assessment were below laboratory detection limits. Grab samples of runoff from the Cluster Site also showed no volatile organic constituents above the laboratory detection limit. Elevated concentrations of ammonia-nitrogen have been detected in surface water samples collected from the marsh. One of the potential sources of ammonia is the breakdown of the municipal refuse that was buried at the Cluster Site during historical filling operations.

25. Groundwater elevation data collected during previous investigations at the Cluster Site suggest that there are components of groundwater flow at the Site to the northeast, the east and the southeast. Two landfills located northwest and southwest of the Site influence groundwater flow direction. Groundwater from the Cluster Site may discharge to the surrounding wetlands, including the Indian Ridge Marsh. Among wildlife dependent on the wetland is a population of Black Crown Night Heron, which use the Indian Ridge Marsh as a breeding ground. The Black Crown Night Heron is listed on Illinois' endangered species list.

26. On December 17, 2004, the EPA sent Special Notice Letters, pursuant to Section 122(e)(1) of CERCLA, to approximately 300 PRPs identified by EPA as potentially responsible parties for the alleged releases or threatened releases of hazardous substances at the Site. The Special Notice Letter requested that these parties undertake a Remedial Investigation and Feasibility Study (RI/FS) for the Site. By a letter dated February 16, 2005, the Respondents submitted to EPA a Good Faith Offer in accordance with Section 122(e) of CERCLA, in which Respondents expressed a willingness to engage in negotiations with the EPA to reach a settlement agreement regarding the claims and demands set forth in the Special

Notice Letter. In particular, Respondents stated their willingness to conduct or finance a RI/FS in accordance with negotiated settlement documents containing mutually acceptable terms; and their technical and financial capability to carry out the RI/FS. Based upon Respondents' Good Faith Offer, the EPA agreed to a moratorium on enforcement actions to allow time for settlement negotiations. The EPA and Respondents thereafter engaged in settlement negotiations over the course of several months. In 2006, the EPA decided to terminate these settlement negotiations and lead agency authority for the Site subsequently was transferred to the IEPA. During the period from 2006 to 2008, IEPA accepted certain soils at the Site for use in completing the Operable Unit One capping remedy and commenced, but did not complete, the work to construct the cap. In 2012, the Respondents listed in Appendix B voluntarily offered to conduct the Operable Unit Two RI/FS. The Respondents are among those persons to whom the Special Notice Letter was sent and who allegedly arranged for treatment or disposal, or for transportation for treatment or disposal, of hazardous contaminants and/or hazardous substances that have been disposed of at the Alburn and U.S. Drum portions of the Site. Many other alleged generators were identified by the EPA in the Special Notice Letter and either are no longer viable entities or have not agreed to enter into this Settlement Agreement. The EPA did not issue a request to current owners or operators of the parcels included in the Site to conduct the RI/FS, many of whom cannot be located.

## **VI. CONCLUSIONS OF LAW AND DETERMINATIONS**

Based on the Findings of Fact set forth above, and the Administrative Record in this matter, EPA has determined that:

27. The Cluster Site is comprised of several facilities, as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

28. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or constitutes "any pollutant or contaminant" that may present an imminent and substantial danger to public health or welfare under Section 104(a)(1) of CERCLA, 42 U.S.C. § 9601(a)(1).

29. The conditions described in the Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

30. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

31. Respondents are potentially responsible parties under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622.

a. Each Respondent is a person who may have generated the hazardous substances found at the Site, a person who at the time of disposal of any hazardous substances owned or operated the Site, or a person who may have arranged for disposal or transport for

disposal of hazardous substances at the Site. Each Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

b. Respondents listed in Appendix B may have arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances found at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

32. The actions required by this Settlement Agreement are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

33. EPA has determined that Respondents are qualified to conduct the RI/FS within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Settlement Agreement.

## **VII. SETTLEMENT AGREEMENT AND ORDER**

34. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

## **VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS**

### **35. Selection of Contractors, Personnel.**

a. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within 30 days of the Effective Date of this Settlement Agreement, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements.

b. If EPA disapproves in writing of any person(s)' technical qualifications, Respondents shall notify EPA of the identity and qualifications of the replacement(s) within 30 days of the written notice. If EPA subsequently disapproves of the replacement(s), EPA reserves the right to terminate this Settlement Agreement and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. EPA will indicate its basis for such subsequent disapproval in writing. During the course of the RI/FS, Respondents shall notify EPA in writing of any changes or additions in the supervisory personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

36. Within 14 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within 30 days following EPA's disapproval. Respondents shall have the right to change their Project Coordinator subject to EPA's right to disapprove. Respondents shall notify EPA 14 days before such change is made. The initial notification may be made orally, but shall be promptly followed by a written notification.

37. EPA has designated Shari Kolak of the Superfund Division, Region 5 as its Project Coordinator. EPA will notify Respondents of a change in its designation of the Project Coordinator. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to:

Shari Kolak  
Remedial Project Manager  
EPA, Superfund Division  
Mail Code SR-6J  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

Respondents are encouraged to make their submissions to EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies. Respondents shall make submissions electronically according to EPA Region 5 specifications. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondents. Documents to be submitted to the Respondents shall be sent to:

Leo M. Brausch  
Technical Project Manager  
LCCS Group  
131 Wedgewood Drive  
Gibsonia, PA 15044-9795

38. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and On-Scene Coordinator ("OSC") by the NCP. In addition, EPA's Project Coordinator shall have the authority consistent with the NCP to halt any Work required by this Settlement Agreement, and to take any necessary response action when she/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the area under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

39. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI/FS Planning Documents or other work plans. The EPA shall require such person to perform oversight and review of the Work in a cost-effective manner, to the extent that such assistance is necessary with regard to the Work under this Settlement Agreement.

## **IX. WORK TO BE PERFORMED**

40. a. Respondents shall conduct the Operable Unit Two RI/FS in accordance with the provisions of this Settlement Agreement, the SOW, the RI/FS Work Plan, CERCLA and the NCP, and consistent with EPA guidance related to remedial investigations and feasibility studies including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01), "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05), Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A), Interim Final (EPA-540-1-89-002), OSWER Directive 9285.7-01A, December 1, 1989; and Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments), Interim, (EPA 540-R-97-033), OSWER Directive 9285.7-01D, January 1998, guidance referenced in the SOW, and any RI/FS-related guidance subsequently issued by EPA prior to the commencement of the Work. If prior to the date the Work is to commence under this Settlement Agreement, the SOW and the RI/FS Work Plan, access to the Site is not obtained by the EPA pursuant to Section XII of this Settlement Agreement, then the Work which requires access to the Site shall be suspended until such time as access is obtained. Respondents shall be provided with not less than thirty (30) days prior written notice from the EPA that the necessary access rights have been obtained to allow the suspended Work to proceed, including written documentation of the access rights it has obtained. Respondents shall perform all other activities not requiring access to the Site, and shall reimburse EPA for all

costs incurred in obtaining access in accordance with Section XVIII (Payment of Response Costs).

b. In the RI and FS Reports, Respondents shall address the factors required to be taken into account in Section 121 of CERCLA, 42 U.S.C. § 9621, and Section 300.430 of the NCP, 40 C.F.R. § 300.430. The RI shall characterize the hydrogeology of the Site, determine the nature and extent of hazardous substances, pollutants or contaminants in groundwater entering at and emanating from the Site, and characterize ecological zones associated with groundwater including riparian, wetlands, aquatic/marine, and transitional. Respondents shall prepare, for inclusion with the RI Report, a determination of the nature and extent of the current and potential threat to the public health or welfare or the environment posed by the release or threatened release of any hazardous substances, pollutants, or contaminants in groundwater at and emanating from the Site, including a "Baseline Human Health Risk Assessment" and "Baseline Ecological Risk Assessment." In the FS Report, Respondents shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action of groundwater that protect human health and the environment by recycling waste or by eliminating, reducing and/or controlling risks posed through each pathway at the Site. In the FS Report, the Respondents shall evaluate a range of groundwater alternatives including but not limited to those groundwater alternatives described in 40 C.F.R. § 300.430(e) and remedial alternatives that utilize permanent solutions and alternative treatment technologies or resource recovery technologies. The FS Report shall include a detailed analysis of individual groundwater alternatives against each of the nine evaluation criteria in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis that focuses upon the relative performance of each alternative against the nine criteria in 40 C.F.R. § 300.430(e)(9)(iii). Respondents shall submit to EPA and IEPA two hardcopies and one electronic copy of all plans, reports, submittals and other deliverables required under this Settlement Agreement, the SOW, the RI/FS Work Plan, and the RI/FS Planning Documents in accordance with the approved schedule for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions). Upon request by EPA, Respondents shall submit in electronic form all portions of RI and FS Reports, any report or other deliverable Respondents are required to submit pursuant to provisions of this Settlement Agreement, including the SOW and the RI/FS Work Plan. Upon approval by EPA, all deliverables under this Settlement Agreement, including the SOW and the RI/FS Work Plan, shall be incorporated into and become enforceable under this Settlement Agreement.

41. Community Involvement Plan. EPA will prepare a Community Involvement Plan, in accordance with EPA guidance and the NCP. As requested by EPA, Respondents shall provide information supporting EPA's community relations programs.

42. Other Investigations. In the exercise of their discretion, Respondents may provide information regarding volumetric waste allocations, information that may help EPA identify additional potentially responsible parties, the results of any factual investigations undertaken by the Respondents to identify sources of contaminants, and such other information generated by other investigations that may benefit and increase the extent to which response actions at the Site will be effective and funded by potentially responsible parties.

43. Modification of any plans.

a. If at any time during the Operable Unit Two RI/FS process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to the EPA Project Coordinator within 20 days of identification. EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into reports and deliverables.

b. In the event of unanticipated or changed circumstances at the Site that affect the ability to perform work in a timely fashion or to comply with this Settlement Agreement or the NCP, Respondents shall notify the EPA Project Coordinator by telephone within 48 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the RI/FS Planning Documents, EPA in consultation with Respondents shall modify or amend the RI/FS Planning Documents in writing accordingly. Respondents shall perform the RI/FS Planning Documents as modified or amended.

c. EPA may determine that in addition to tasks defined in the initially approved RI/FS Planning Documents, other additional Work may be necessary to accomplish the objectives of the Operable Unit Two RI/FS as set forth in the SOW for this RI/FS. EPA may require that Respondents perform these response actions in addition to those required by the initially approved RI/FS Planning Documents, including any approved modifications, if it determines that such actions are necessary for a complete Operable Unit Two RI/FS.

d. Respondents shall confirm their willingness to perform the additional Work in writing to EPA within 14 days of receipt of the EPA request. If Respondents object to any modification determined by EPA to be necessary pursuant to this Paragraph, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). The SOW and/or RI/FS Planning Documents shall be modified in accordance with the final resolution of the dispute.

e. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI/FS Planning Documents or written work plan supplement. EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement Agreement.

44. Off-Site Shipment of Waste Material.

a. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving

facility's state and to EPA's Designated Project Coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

b. Respondents shall include in the written notification the following information: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

c. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the remedial investigation and feasibility study. Respondents shall provide the information required by Subparagraph 44.b and 44.d as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

d. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

45. Meetings. Respondents shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the Operable Unit Two RI/FS. In addition to discussion of the technical aspects of the OU2 RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion and with reasonable advance notice to Respondents.

46. Progress Reports. In addition to the deliverables set forth in this Settlement Agreement, Respondents shall provide to EPA monthly progress reports by the 15th day of the following month. At a minimum, with respect to the preceding month, these progress reports shall: (1) describe the actions which have been taken to comply with this Settlement Agreement during that month; (2) include hard copies and electronic copies (according to EPA Region 5 specifications) of all results of sampling and tests and all other data received by the Respondents or shall reference other submittals if the results and data were submitted under separate cover; (3) describe Work planned for the next two months with schedules relating such Work to the overall project schedule for Operable Unit Two RI/FS completion; and (4) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

47. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Coordinator or, in the event of his/her unavailability, the OSC, or the Regional Duty Officer, EPA Region 5 Emergency Planning and Response Branch at (Tel: (312) 353-2318) of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Site that initially occurs during the Work or is first identified by Respondents during the Work, Respondents shall immediately notify the EPA Project Coordinator, the OSC or Regional Duty Officer at (312) 353-2318, and the National Response Center at (800) 424-8802. Respondents shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

**X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS**

48. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Settlement Agreement, including any deliverable required to be submitted for approval pursuant to the SOW and the RI/FS Work Plan, EPA shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure of at least 20 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

49. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Subparagraphs 48(a), (b), (c) or (e), Respondents shall proceed to take any action required by the plan, report or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submittal or portion thereof, Respondents shall not thereafter alter or amend such submittal or portion thereof unless directed by EPA. In the event that EPA modifies the

submission to cure the deficiencies pursuant to Subparagraph 48(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XVI (Stipulated Penalties).

50. Resubmission of Plans.

a. Upon receipt of a notice of disapproval, Respondents shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XVI, shall accrue during the 30-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 51 and 52.

b. Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission that is independent of the deficient portion of the submission unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section XVI (Stipulated Penalties) for the deficient portion.

c. Respondents shall not proceed further with any subsequent activities or tasks until receiving EPA approval for the following deliverables: RI/FS Work Plan/Field Sampling Plan; Quality Assurance Project Plan; Draft Remedial Investigation Report; Sampling and Analysis Plan; and Draft Feasibility Study Report. While awaiting EPA approval on these deliverables, Respondents shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth in this Settlement Agreement.

d. For all remaining deliverables not enumerated above in subparagraph 50c., Respondents shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. Consistent with its authority under CERCLA, EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the Operable Unit Two RI/FS. In the event the EPA does stop Respondents from proceeding further on any task, activity or deliverable, the applicable deadline for completion of any such task, activity or deliverable will be tolled for the period of time that EPA stops Respondents from proceeding further and, if applicable, for such additional time as is necessary to allow Respondents to recommence any affected task, activity or deliverable.

51. If EPA disapproves a resubmitted plan, report or other item, or portion thereof, EPA may direct Respondents to correct the deficiencies. EPA also retains the right to modify or develop the plan, report or other item. Respondents shall implement any such plan, report, or item as corrected, modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XV (Dispute Resolution).

52. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan,

report, or item timely and adequately unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution) and EPA's action is revoked or modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XV (Dispute Resolution) and Section XVI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, modified or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XV, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVI.

53. In the event that EPA takes over some of the tasks, but not the preparation of the RI Report or the FS Report, Respondents shall incorporate and integrate information supplied by EPA into the final RI and FS reports.

54. All plans, reports, and other items submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan, report, or other item submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

55. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables acceptable to EPA.

## **XI. QUALITY ASSURANCE, SAMPLING, AND DATA AVAILABILITY**

56. Quality Assurance. Respondents shall assure that Work performed, samples taken, and analyses conducted conform to the requirements of the SOW, the RI/FS Work Plan, the QAPP and guidance identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures. Respondents shall only use laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B01/002, March 2001) or equivalent documentation as determined by EPA.

### **57. Sampling.**

a. All results of sampling, tests, modeling or other data (including raw data) generated by Respondents, or on Respondents' behalf, during the period that this Settlement Agreement is effective, shall be submitted to EPA (in paper and/or electronic form according to EPA Region 5 specifications) in the next monthly progress report as described in Paragraph 46 of this Settlement Agreement. EPA will make available to Respondents validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondents shall verbally notify EPA and IEPA at least 14 days prior to conducting significant field events as described in the SOW and RI/FS Work Plan/Field Sampling Plan unless EPA agrees in writing to a shorter time. At EPA's verbal or written request, or the written request of EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) of any samples collected by Respondents in implementing this Settlement Agreement. All split samples taken by Respondents shall be analyzed by the methods identified in the QAPP.

58. Data Availability.

a. Subject to the terms of any applicable access agreement or order granting access that may be issued by a court of competent jurisdiction, at all reasonable times, EPA and its authorized representatives shall have the authority to enter and freely move about all property at the Site and off-site areas where Work, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Site or Respondents and their contractor pursuant to this Settlement Agreement; reviewing the progress of Respondents in carrying out the terms of this Settlement Agreement; conducting tests as EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by Respondents. Respondents shall allow these persons to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to Work undertaken in carrying out this Settlement Agreement. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under federal law. All persons accessing the Site under this paragraph shall comply with all approved Health and Safety Plans.

b. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and IEPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7) and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when it is submitted to EPA [and the State], or if EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents. Respondents agree not to assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring. Respondents shall clearly identify all documents or information, or portions thereof, submitted under this Settlement Agreement for which Respondents assert business confidentiality claims.

59. In entering into this Settlement Agreement, Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Settlement Agreement or any EPA-approved Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI/FS, Respondents shall submit to EPA a report that specifically

identifies and explains their objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days of the monthly progress report containing the data.

## **XII. SITE ACCESS**

60. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of Respondents, such Respondents shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

61. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, EPA will obtain all necessary access rights to the Site and any other property where access is needed to implement this Settlement Agreement, using such means as it deems appropriate, including but not limited to consensual access agreements or judicial action. Respondents shall perform all activities required by this Order not requiring access to the Site, and shall reimburse EPA for all costs incurred in obtaining access in accordance with Section XVIII (Payment of Response Costs).

62. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

63. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification to said Respondent of potential liability by EPA or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XIII. COMPLIANCE WITH OTHER LAWS**

64. Respondents shall comply with all applicable local, state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Provided that Respondents submit timely and complete applications and take all other actions necessary to obtain such permits or approvals, then any delay in the issuance of any such permits or approvals shall toll the schedule for implementing the Work to be conducted off-site. This

Settlement Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

#### **XIV. RETENTION OF RECORDS**

65. During the pendency of this Settlement Agreement and for a minimum of 10 years after commencement of construction of any remedial action, each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Respondents may comply with this records retention requirement by preserving all such records and documents as true and complete copies in electronic form and disposing of the paper form of such documents. Until 10 years after commencement of construction of any remedial action, Respondents shall also instruct their contractors and agents to preserve all documents and records of whatever kind, nature or description relating to performance of the Work or shall acquire and retain all such documents and records from their contractors and agents.

66. At the conclusion of this document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA prior to the conclusion of the document retention period, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

#### **XV. DISPUTE RESOLUTION**

67. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

68. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within 21 days of such action, unless the objection(s) has/have been resolved informally. EPA shall respond in writing within 21 days of receipt of Respondents' written objection(s). EPA and Respondents shall have 21 days from EPA's receipt of Respondents' written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period

may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing to be effective.

69. Any agreement reached by the Parties pursuant to this Section may be entered into orally but shall be confirmed in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Superfund Branch Chief level or higher will issue a written decision based upon the administrative record and applicable law. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs. Respondents shall proceed in accordance with EPA's final decision regarding the matter in dispute, regardless of whether Respondents agree with the decision. If Respondents do not agree to perform or do not actually perform the Work in accordance with EPA's final decision, EPA reserves the right in its sole discretion to conduct the Work itself, to seek reimbursement from Respondents, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other appropriate relief.

## **XVI. STIPULATED PENALTIES**

70. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 71, 72 and 73 for failure to comply with any of the requirements of this Settlement Agreement specified below unless excused under Section XVII (Force Majeure). "Compliance" by Respondents shall include completion of the Work under this Settlement Agreement or any activities contemplated under any of the Operable Unit Two RI/FS Planning Documents, work plans or other plan approved under this Settlement Agreement identified below and within the specified time schedules established by and approved under this Settlement Agreement.

### **71. Stipulated Penalty Amounts - Work.**

a. The following stipulated penalties shall accrue per day for any failure to comply with any milestone identified in Subparagraph 71(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 300	1 <sup>st</sup> through 14 <sup>th</sup> day
\$ 600	15 <sup>th</sup> through 30 <sup>th</sup> day
\$ 1,200	31 <sup>st</sup> day and beyond

b. Compliance Milestones

1. Respondents shall pay Future Response Costs as provided in this Settlement Agreement.

2. Respondents shall timely and/or adequately implement work as prescribed in this Settlement Agreement, the Statement of Work, and the approved Operable Unit Two RI/FS Planning Documents and Schedule, subject to the availability of access rights to the Site as provided in Section XII of this Settlement Agreement.

72. Stipulated Penalty Amounts – OU 2 RI/FS Planning Documents, Reports, and Technical Memoranda. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate plans, reports, technical memoranda or other written documents required by Tasks 1 through 8 of the SOW in accordance with the Schedule in Exhibit A of the SOW:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250	1 <sup>st</sup> through 14 <sup>th</sup> day
\$500	15 <sup>th</sup> through 30 <sup>th</sup> day
\$1,000	31 <sup>st</sup> day and beyond

73. Respondents shall be liable for stipulated penalties in the amount of \$200 per day for the first two weeks or part thereof and \$300 per day for each week or part thereof thereafter for failure to meet any other obligation under this Settlement Agreement including the SOW that is not addressed in paragraphs 72 and 73 of this Settlement Agreement.

74. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31<sup>st</sup> day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (2) with respect to a decision by the Superfund Division Director, or his or her designee, under Paragraph 69 of Section XV (Dispute Resolution), during the period, if any, beginning on the 21<sup>st</sup> day after the Negotiation Period begins until the date that the Superfund Division Director, or his or her designee, issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

75. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the same and describe the noncompliance. EPA may send Respondents a written demand for

the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

76. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution). All payments to EPA under this Section shall be paid by EFT procedures to be provided to Respondent by EPA Region 5, or by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to EPA, Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, MO 63197-9000, indicate that the payment is for stipulated penalties, and shall reference the EPA Region 5 Site/Spill ID Number B58E, the EPA Docket Number \_\_\_\_\_, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to:

Larry L. Johnson  
Associate Regional Counsel  
Office of Regional Counsel  
Mail Code C-14J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Shari Kolak  
Regional Project Manager  
Superfund Division  
Mail Code SR-6J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

77. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

78. Penalties shall continue to accrue as provided in Paragraph 74 during any dispute resolution period, but need not be paid until 30 days after the dispute is resolved by agreement or by receipt of EPA's decision.

79. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 75.

80. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX (Reservation of Rights by EPA), Paragraph 90. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

## XVII. FORCE MAJEURE

81. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

82. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify EPA orally within 48 hours of when Respondents knew that the event might cause a delay. Within 7 days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure. Respondents shall be deemed to know of any circumstances of which Respondents, any entity controlled by Respondents, or Respondents' contractors knew or should have known.

83. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by written agreement of the parties for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision and the issue shall be subject to the dispute resolution procedures set forth in section XV of this Settlement Agreement. Should Respondents prevail in the dispute resolution, the delay or anticipated delay shall not be deemed to be a violation of the obligations affected by the *force majeure* event. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the proposed extension, if any, for performance of the obligations affected by the *force majeure* event.

## **XVIII. PAYMENT OF RESPONSE COSTS**

### **84. Payments for Future Response Costs.**

a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, but not less frequently than annually, EPA will send Respondents a bill requiring payment that includes Region 5's Itemized Cost Summary, which includes a summary description of the work performed by, and the direct and indirect costs incurred by, EPA and its contractors, and the United States. Respondents shall make all payments within 60 days of receipt of each bill requiring payment except as otherwise provided in Paragraph 86 of this Settlement Agreement, according to the following procedures:

(i). If the amount demanded in the bill is for \$10,000 or greater, payment shall be made to EPA by EFT in accordance with current EFT procedures to be provided to Respondents by EPA Region 5. Payment shall be accompanied by a statement identifying the name and address of the part(ies) making payment, the Site name, EPA Region 5, the Site/Spill ID number B58E, and EPA's docket number for this action.

(ii). If the amount demanded in the bill is less than \$10,000, Respondents may in lieu of the EFT procedures in Subparagraph 84(a)(i) make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making the payment, and EPA Site/Spill ID number B58E. Respondents shall send the check(s) to:

U.S. Environmental Protection Agency, Region 5  
Superfund Payments  
Cincinnati Finance Center  
PO Box 979076  
St. Louis, MO 63197-9000

b. At the time of payment, Respondents shall send notice that payment has been made to:

Larry L. Johnson  
Associate Regional Counsel  
Office of Regional Counsel  
Mail Code C-14J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Shari Kolak  
Regional Project Manager  
Superfund Division  
Mail Code SR-6J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

c. The total amount to be paid by Respondents pursuant to Subparagraph 84(a) shall be deposited in the Lake Calumet Cluster Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

85. If Respondents do not pay Future Response Costs within 60 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance of Future Response Costs. The Interest on unpaid Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XVI. Respondents shall make all payments required by this Paragraph in the manner described in Paragraph 84.

86. Respondents may contest payment of any Future Response Costs under Paragraph 84 if they determine that EPA has made an accounting error, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP or EPA incurred costs outside the scope of this Settlement Agreement. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the EPA Project Coordinator. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 60 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 84. Simultaneously, Respondents shall establish an escrow account in a federally-insured bank duly chartered in the State of Illinois and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the escrow account statement, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondents shall pay the sums due to EPA in the manner described in Paragraph 84. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs for which they did not prevail to EPA in the manner described in Paragraph 84. Respondents shall be disbursed or shall retain, at their election, any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

#### **XIX. COVENANT NOT TO SUE BY EPA**

87. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the Work and/or for recovery of Future Response Costs. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including,

but not limited to, payment of Future Response Costs pursuant to Section XVIII, and upon written certification by EPA of complete and satisfactory performance of the Work by Respondents. This covenant not to sue extends only to Respondents and does not extend to any other person.

## **XX. RESERVATIONS OF RIGHTS BY EPA**

88. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

89. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site;
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site; and
- h. liability for costs incurred if EPA assumes the performance of the Work pursuant to Paragraph 90.

90. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human

health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

## **XXI. COVENANT NOT TO SUE BY RESPONDENTS**

91. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the Work or arising out of the response actions for which the Future Response Costs have or will be incurred, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or payment of Future Response Costs but excluding any claims against any federal agency that may be identified as a potentially responsible party at the Site pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

92. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

## **XXII. OTHER CLAIMS**

93. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents.

94. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

95. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review.

### **XXIII. CONTRIBUTION**

96. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

c. Nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a party to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

### **XXIV. INDEMNIFICATION**

97. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, and employees from any and all claims or causes of action arising from, or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

98. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

99. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site.

## **XXV. INSURANCE**

100. At least 30 days prior to commencing any On-Site Work under this Settlement Agreement, Respondents or Respondents' contractor shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of three million dollars, combined single limit, naming the United States as an additional insured. Within the same period, Respondents shall provide EPA with certificates of such insurance. Respondents shall submit such certificates each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

## **XXVI. FINANCIAL ASSURANCE**

101. Within 30 days after the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the amount of \$1,000,000 in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;
- c. a trust fund administered by a trustee acceptable in all respects to EPA;
- d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

- e. a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents; including a demonstration that any such company satisfied the financial test requirements of 40 C.F.R. § 264.143(f);
- f. a corporate guarantee to perform the Work by one or more of Respondents, including a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. §264.143(f), where the demonstration includes the identification of each RCRA and CERCLA matter where the Respondent has provided a corporate guarantee to perform work, and identification of the amount of financial assurance corporate guarantees provide for each such matter; and/or;
- g. any other financial mechanism acceptable to and approved by EPA

102. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 101, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of completing the Work has increased significantly beyond the current cost estimate of \$1,000,000, then, within 30 days of such notification, which shall include the amount of the anticipated cost increase, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

103. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Subparagraphs 101.e. or 101.f. of this Settlement Agreement, Respondents shall: (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary of the Effective Date, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. § 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of \$1,000,000 for the Work at the Site shall be used in relevant financial test calculations.

104. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 101 of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall

submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution) and may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

105. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

106. If Respondents receive written notice from EPA in accordance with Paragraph 113 of this Settlement Agreement that the Work has been fully performed in accordance with this Settlement Agreement, or if EPA otherwise so notifies Respondents in writing, Respondents may thereafter release, cancel, or discontinue the financial assurance instrument provided pursuant to this Section. Upon the request of a Respondent, EPA will execute any documents, to the extent they are in a form acceptable to EPA, confirming that the financial assurance instrument may be released, cancelled, or discontinued to the extent required or requested by the issuer of the financial assurance instrument.

## **XXVII. SEVERABILITY/INTEGRATION/APPENDICES**

107. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondents have sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondents shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

108. This Settlement Agreement including its appendices, and all deliverables, technical memoranda, specifications, schedules, documents, plans, reports (other than progress reports), etc. that will be developed pursuant to this Settlement Agreement and become incorporated into and enforceable under this Settlement Agreement constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the SOW.

"Appendix B" is the list of Respondents Signing this AOC.

"Appendix C" is a Map of the Site.

## **XXVIII. ADMINISTRATIVE RECORD**

109. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondents shall submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Upon request of EPA, Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports. Upon request of EPA, Respondents shall additionally submit any previous studies conducted under state, local or other federal authorities relating to selection of the response action, and all communications between Respondents and state, local or other federal authorities concerning selection of the response action. At EPA's discretion, Respondents shall establish a community information repository at or near the Site, to house one copy of the administrative record.

## **XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION**

110. This Settlement Agreement shall be effective 14 days after the Settlement Agreement is signed by the Director of the Superfund Division or his/her delegate.

111. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Amendments shall be in writing and shall be effective when signed by EPA. EPA Project Coordinators do not have the authority to sign amendments to the Settlement Agreement.

112. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

## **XXX. NOTICE OF COMPLETION OF WORK**

113. When EPA determines that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to payment of Future Response Costs or record retention, EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Operable Unit Two RI/FS Planning Documents or other work plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Operable Unit Two RI/FS Planning Documents or other approved work plan and shall submit the required deliverable(s) in accordance with the EPA notice. Failure by Respondents to implement the approved modified Operable Unit Two RI/FS Planning Documents or other work plan shall be a violation of this Settlement Agreement.

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 1<sup>st</sup> day of May, 2013.

Name of Respondent AAA Corp. & AAA Manufacturing, Inc. (please print)

Signature: X Robert J. Regan

Name: Robert J. Regan

Title: Vice President, General Counsel & Secretary

Address: 1100 N. Wood Dale Road  
Wood Dale, IL 60191

### XXXI. TERMINATION AND SATISFACTION

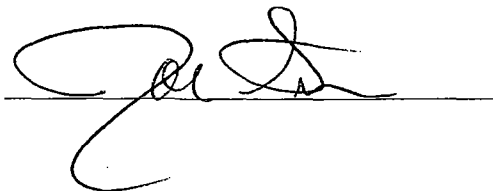
114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10th day of **May, 2013**.

Name of Respondent: **AbbVie Inc. (as successor-in-interest to "Abbott Laboratories")**  
(please print)

Signature:

A handwritten signature in black ink, appearing to read "J. Simon", written over a horizontal line.

Name: **Joseph E. Simon**

Title: **Division Vice President - Environmental, Health & Safety**

Address: **AbbVie Inc.**

**1 North Waukegan Road**

**North Chicago, IL 60064**

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 29<sup>th</sup> day of April, 2013.

Name of Respondent: Akzo Nobel Coatings Inc.

(please print)

Signature:

Charles B. Sudder

Jason P. Hall

Name:

CHARLES B. SUDDER

JASON P. HALL

Title:

VICE PRESIDENT & SECRETARY

Assistant Secretary

Address: Akzo Nobel Coatings Inc.  
525 West Van Buren  
Chicago Ill 60607

### XXXI. TERMINATION AND SATISFACTION

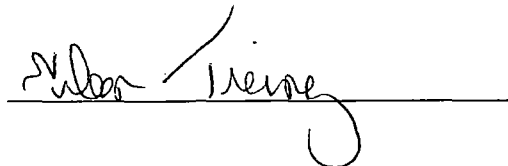
114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 9<sup>th</sup> day of May, 2013.

Name of Respondent Allied Tube & Conduit Corporation (please print)

Signature:



Name:

Eileen Tierney

Title:

General Counsel & Corporate Secretary

Address:

16100 S. Lathrop Avenue

Harvey, IL 60426

### XXXI. TERMINATION AND SATISFACTION

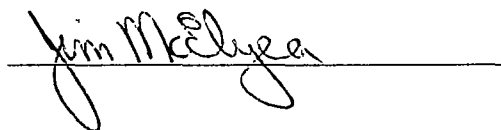
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 24<sup>th</sup> day of APRIL, 2013.

Name of Respondent: Amcor Pharmaceutical Packaging USA, Inc. (please print)  
on behalf of AMCOR White Cap, Inc.

Signature:



Name: Jim McElyea

Title: Vice President & General Counsel

Address: Amcor Pharmaceutical Packaging USA, Inc.

935 Technology Dr. – Suite 100

Ann Arbor, Michigan 48108-8919

### XXXI. TERMINATION AND SATISFACTION

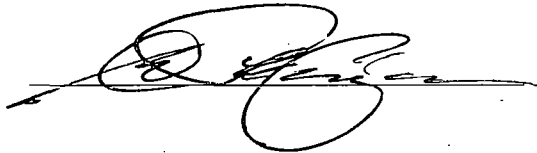
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7<sup>th</sup> day of May, 2013.

Name of Respondent: *American Coil Spring Company*

Signature:

A handwritten signature in black ink, appearing to read "Gregory J. Longcore", with a long horizontal line extending to the right.

Name: Gregory J. Longcore

Title: Treasurer

Address: 1218 East Pontaluna Road  
Suite B  
Spring Lake, Michigan 49456

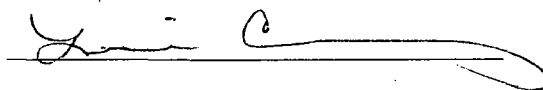
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent American Seating Company (please print)

Signature: 

Name: Leslie Cummings

Title: CFO

Address: 401 American Seating Co  
Grand Rapids, MI 49504

### XXXI. TERMINATION AND SATISFACTION

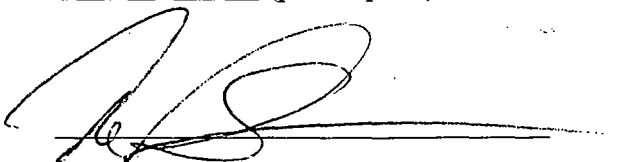
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of May 2013.

Name of Respondent AMETEK, Inc. (please print)

Signature:

A handwritten signature in black ink, appearing to be 'MS', with a long horizontal line extending to the right.

Name: Mark Scheuer

Title: Director, Corporate Compliance

Address: 1100 Cassatt Road

Berwyn, PA 19312

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15 day of May, 2013.

Name of Respondent A. O. Smith Corporation (please print)

Signature:



Name:

KAREN K DUKE

Title:

Associate General Counsel

Address:

11270 W. Park Place

Milwaukee, WI 53224

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.


The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 30<sup>th</sup> day of April, 2013.

Name of Respondent

ARAMARK Uniform & Career Apparel, LLC (formerly ARAMARK Uniform & Career Apparel, Inc.)

Signature:

A handwritten signature in black ink, appearing to read "J. Lee", is written over a horizontal line.

Name: James C. Lee

Title: Senior Vice President, Legal Affairs

Address: 115 N. First Street  
Burbank, CA 91502

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

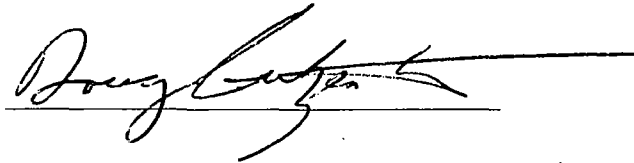
The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6<sup>th</sup> day of May, 2013.

Name of Respondent Arkema Inc. (please print)

(by its agent, Legacy Site Services LLC)

Signature:



Name: Doug Loutzenhiser

Title: Executive Vice President-Legacy Site Services LLC

Address: 468 Thomas Jones Way, Suite 150

Exton, PA

19341-2528

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15th day of May, 2013.

Name of Respondent Ashland Inc (please print)

Signature:



Name:

Robin E. Lampkin

Title:

Senior Group Counsel

Address:

5200 Blazer Parkway

Dublin, OH 43017

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 23rd day of April, 2013.

Name of Respondent: Avery Dennison Corporation (please print)

Signature: Edward E. Hribar

Name: Edward E. Hribar

Title: Vice President, EH&S

Address: 8080 Norton Parkway  
Mentor, OH 44060

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent AVON PRODUCTS INC. (please print)

Signature: Martin McRee

Name: MARTIN MCREE

Title: VICE PRESIDENT, GLOBAL MANUFACTURING

Address: AVON PRODUCTS INC.  
777 THIRD AVENUE  
NEW YORK NY 10017

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 1 day of May, 2013.

Name of Respondent: BASF CORPORATION

Signature:

A handwritten signature in black ink, appearing to read "Steve J. Goldberg", is written over a horizontal line.

Name: Steven J. Goldberg

Title: Vice President & Associate General Counsel, Regulatory & Government Affairs

Address: BASF Corporation  
100 Park Avenue  
Florham Park, NJ 07932

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 28 day of May, 2013.

Name of Respondent Baxter Healthcare Corporation (please print)

Signature: Selene Mojica

Name: Selene Mojica

Title: Sr. Manager, Ethics & Compliance

Address: One Baxter Parkway  
DF2-1E  
Deerfield, IL 60015

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of MAY, 2013.

Name of Respondent BEAVER OIL (please print)

Signature:

R Vintika

Name:

R VINTIKA

Title:

\_\_\_\_\_

Address:

6037 LENZ AVE.  
HEDGKINS IL  
60525

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10<sup>TH</sup> day of MAY, 2013.

Name of Respondent BECHTEL POWER CORPORATION (please print)

Signature: Glen P. Brock

Name: GLEN P. BROCK

Title: VICE-PRESIDENT

Address: 5275 WESTVIEW DRIVE  
FREDERICK, MD 21703-8306

### XXXI. TERMINATION AND SATISFACTION

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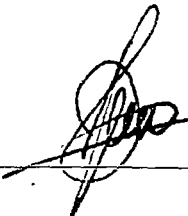
The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of May, 2013.

Name of Respondent BECKER SPECIALTY CORPORATION (please print)

*(on it's own behalf and on behalf  
of Specialty Coatings Company, Inc.)*

Signature:



Name: Aleksander Sasim

Title: President North America

Address: 2526 Delta Lane

Elk Grove Village, 60007

Illinois

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 31<sup>st</sup> day of MAY, 2013.

Name of Respondent BOMIS COMPANY, INC. / MACKAY ENGINEERING COMPANY (please print)

Signature:



Name:

GRAEME RATTRAY

Title:

LITIGATION ATTORNEY

Address:

BOMIS COMPANY, INC.  
ONE NORTHA CTR.  
P.O. BOX 669  
NORTHA, WI 54957

### XXXI. TERMINATION AND SATISFACTION

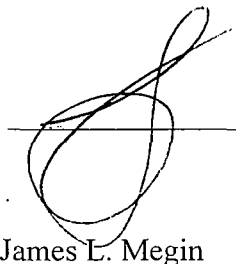
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14<sup>th</sup> day of May, 2013.

Name of Respondent: Benjamin Moore & Co.

Signature:

A handwritten signature in black ink, appearing to read "James L. Megin", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Name: James L. Megin

Title: CFO

Address: 101 Paragon Drive  
Montvale, New Jersey 07645

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent BFI Waste Systems of North America, LLC \* (please print)

Signature:



Name:

Tim M. Benter

Title:

Vice President

Address:

18500 N. Allied Way  
Phoenix, AZ 85054

\* fka BFI Waste Systems of North America, Inc., on behalf of itself and Able Disposal, Top Disposal Service and National Scavenger Service

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 30 day of April, 2013.

Name of Respondent BP Amoco Chemical Company (please print)

Signature: Cynthia D. Kezos

Name: Cynthia D. Kezos

Title: Strategy Manager

Address: 4 Centerpointe

La Palma, CA 90623

### XXXI. TERMINATION AND SATISFACTION

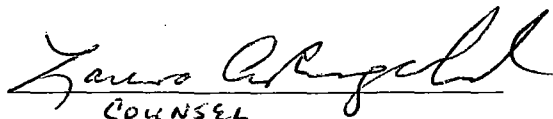
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 2 day of MAY, 2013.

Name of Respondent BRENNTAG GREAT LAKES LLC (please print)

Signature:

  
COUNSEL

Name:

LAURA A. RINCENBACH

Title:

COUNSEL FOR BRENNTAG GREAT LAKES LLC

Address:

TAFT STETTINIUS & HOLLISTER  
425 WALNUT ST., SUITE 1800  
CINCINNATI, OH 45202

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7 day of MAY, 2013.

Name of Respondent BRETFORD MANUFACTURING, INC (please print)

Signature:



Name:

GERALD M FLYNN

Title:

VICE PRESIDENT OF FINANCE & ADMINISTRATION

Address:

11000 SEYMOUR AVE  
FRANKLIN PARK FL 32931

### XXXI. TERMINATION AND SATISFACTION

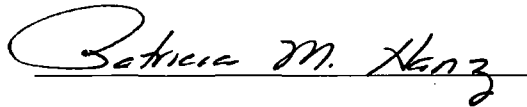
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 29 day of April, 2013.

Name of Respondent     Briggs & Stratton Corporation     (please print)

Signature:



Name:                   Patricia M. Hanz

Title:                   Assistant General Counsel

Address:                Briggs & Stratton Corporation  
12301 W. Wirth Street  
Wauwatosa, WI 53222

### XXXI. TERMINATION AND SATISFACTION

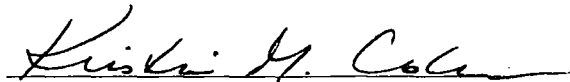
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22 day of May, 2013.

Name of Respondent BRUNSWICK CORPORATION (please print)

Signature:



Name:

Kristin M. Coleman

Title:

VP, General Counsel and Secretary

Address:

1 N. Field Court

Lake Forest, IL 60045

U.S.A.

### XXXI. TERMINATION AND SATISFACTION

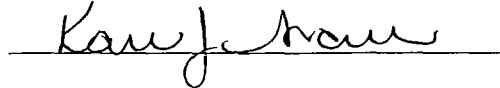
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7th day of May, 2013.

Name of Respondent: CAI BARRINGTON, INC., (fka RECON/OPTICAL, INC.) (please print)

Signature:



Name: Karen J. Smarr

Title: Corporate Secretary

Address: c/o Bourns, Inc.  
1200 Columbia Avenue  
Riverside, CA 92507

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15 day of May, 2013.

Name of Respondent Caterpillar Inc. (please print)

Signature:

Johna G Hedden

Name:

Johna G. Hedden

Title:

Sr. Corporate Counsel

Address:

100 N.E. Adams St.  
Peoria IL 61629-6485

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14<sup>th</sup> day of May, 2013.

Name of Respondent CG Liquidation, Inc. (f/k/a The Crown Group, Inc.) (please print)

Signature:



Name:

S. Lee Johnson

Title:

Attorney

Address:

Honigman Miller Schwartz and Cohn LLP

2290 First National Building

660 Woodward Ave.

Detroit, MI 48226-3506

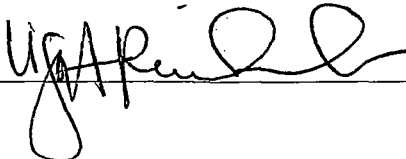
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent Chemed Corporation (please print)  
Roto-Rooter, Inc.

Signature: 

Name: Lisa A. Reinhard

Title: Vice President & Chief Administrative Officer

Address: 255 East Fifth Street  
Suite 2600  
Cincinnati, Ohio 45202

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6<sup>th</sup> day of May, 2013.

Name of Respondent: Chevron Environmental Management Company, (please print)  
for itself and as Attorney-in-Fact for Texaco Inc.  
and Kewanee Industries, Inc.

Signature:



Name:

Gary R. Jacobson

Title:

Environmental Compliance Officer

Address:

4800 Fournace Place  
Bellaire, TX 77401

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18<sup>th</sup> day of April, 2013.

Name of Respondent CHICAGO BRIDGE & IRON (please print)

Signature:



Name:

WALTER G. BROWNING

Title:

SR. ASSOCIATE GENERAL COUNSEL  
CORPORATE & SECURITIES

Address:

ONE CB&I PLAZA  
2103 RESEARCH FOREST DRIVE  
THE WOODLANDS, TX 77380-2624

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of May, 2013.

Name of Respondent Clear Pack Company f/k/a Profit Building Services, Inc. (please print)

Signature: 

Name: RITCHIE L. BOND

Title: TREASURER

Address: 11610 Copenhagen Ct.  
Franklin Park, IL 60131

### XXXI. TERMINATION AND SATISFACTION

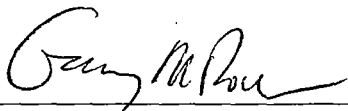
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10th day of May, 2013.

Name of Respondent CNA Holdings LLC (please print)

Signature:



Name:

Gary M. Rowen



Title:

Assistant Secretary

Address:

CNA Holdings LLC

222 W. Las Colinas Blvd., Suite 900 N.

Irving, TX 75039

### XXXI. TERMINATION AND SATISFACTION

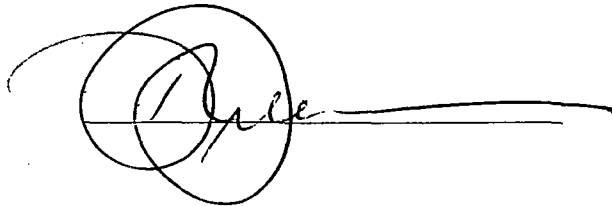
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 17 day of May, 2013.

Name of Respondent: Colgate-Palmolive Company (please print)

Signature:



Name: David J. Freeman, Esq.

Title: Attorney-in-Fact

Address: Gibbons P.C.

One Pennsylvania Plaza, 37<sup>th</sup> Floor

New York, NY 10019

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6<sup>th</sup> day of May, 2013.

Name of Respondent Colwell Industries, Inc. (please print)

Signature: Daniel C. Nicklay

Name: Daniel C. Nicklay

Title: VP, Treasurer & CFO

Address: 123 North Third Street  
Suite 702  
Minneapolis, MN 55401

### XXXI. TERMINATION AND SATISFACTION

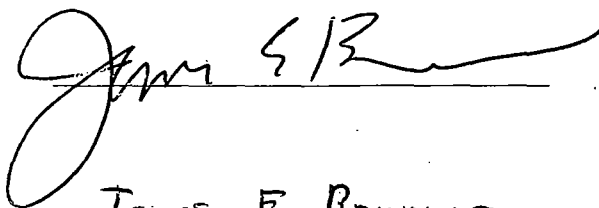
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 23 day of April, 2013.

Name of Respondent Consumers Energy Company (please print)

Signature:



Name:

James E Brunner

Title:

Senior Vice President - General Counsel

Address:

One Energy Plaza  
Jackson, Michigan 49201

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent: Cooper Power Systems, LLC (please print)

Signature:

Jill Bautista

Name:

Jill Bautista

Title:

Senior Attorney

Address:

Eaton

1000 Eaton Boulevard

Cleveland, OH 44122

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent: Cooper Tire & Rubber Company on behalf of The Standard Products Company

Signature:



Name:

**S.O. SCHROEDER**  
**VICE PRESIDENT-TREASURER**

Title:

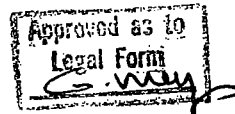
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Address:

701 Lima Avenue

P.O. Box 550

Findlay, OH 45840



### XXXI. TERMINATION AND SATISFACTION

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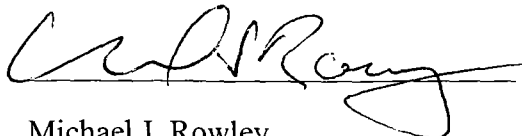
The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7 day of May, 2013.

Name of Respondent **Crown Beverage Packaging, LLC** (please print)

on behalf of Crown Cork & Seal Co., Inc. and  
Continental Can Company

Signature:



Name:

Michael J. Rowley

Title:

Assistant General Counsel

Address:

**Crown Beverage Packaging, LLC**

One Crown Way

Philadelphia, PA 19154-4599

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 24 day of April, 2013.

Name of Respondent Calligan International Company (please print)

Signature: Robert LaBoube

Name: Robert LaBoube

Title: Director; EH&S

Address: Calligan International Company  
9399 W. Higgins Rd., Suite 1100  
Rosemont IL 60018

### XXXI. TERMINATION AND SATISFACTION

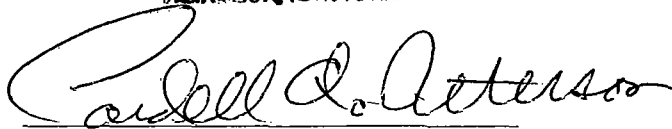
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 27th day of April, 2013.

Name of Respondent CYCLONE TRANSPORT, INC. (please print)  
REINBECK, IOWA 50069

Signature:



Name:

**cordell q. peterson**

Title:

**president**

Address:

\_\_\_\_\_  
\_\_\_\_\_  
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### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent Cytec Industries Inc. (please print)

Signature:



Name: Kenneth Milo

Title: Remediation Manager, Cytec Industries Inc.

Address: CYTEC Industries Inc.  
5 Garret Mountain Plaza  
Woodland Park, NJ 07424

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### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent DAUBERT INDUSTRIES, Inc (please print)

Signature:

R. E. Blake

Name:

Roger E. Blake

Title:

Vice President

Address:

Daubert Chemical Co  
150 Harvester Dr #150  
Burr Ridge, IL 60527

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25<sup>th</sup> day of April, 2013.

Name of Respondent Deublin Company (please print)

Signature: Edward J. Lerner

Name: Edward J. Lerner

Title: Vice President, Finance + CFO

Address: 2050 Norman Drive  
Waukegan, IL 60085

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of May, 2013.

Name of Respondent The Dow Chemical Company (please print)

Signature: Mary J. Draves

Name: Mary Draves

Title: Director, Global Remediation

Address: 1790 Building  
Midland, MI 48674  
\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

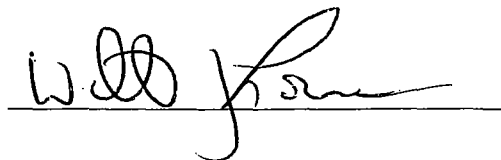
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18th day of April 2013.

Name of Respondent East Jordan Iron Works, Inc. (please print)

Signature:



Name: William J. Lorne

Title: VP Business Development and Secretary

Address: 301 Spring Street

PO Box 439

East Jordan, MI 49727


### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent E.I. du Pont de Nemours and Company (please print)

Signature: 

Name: Stephen H. Shoemaker

Title: Remediation Team Manager

Address: DuPont Corporate Remediation Group  
6324 Fairview Road  
Charlotte, NC 28210-3271

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 9<sup>th</sup> day of May, 2013.

Name of Respondent: Emerson Electric Co.

Signature:

Christine E. Carney

Name:

Christine E. Carney

Title:

Authorized Signatory

Address:

8000 West Florissant Avenue  
PO Box 4100  
St. Louis, MO 63136

### XXXI. TERMINATION AND SATISFACTION

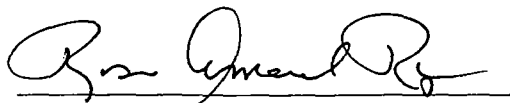
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 3rd day of May, 2013.

Name of Respondent      ETHICON, INC.

Signature:



Name                      ROSA AMARAL RYAN, ESQ.

Title:                     ASSISTANT SECRETARY

Address:                JOHNSON & JOHNSON

ONE JOHNSON & JOHNSON PLAZA

ROOM: WH 6124

NEW BRUNSWICK, NJ 08933

### XXXI. TERMINATION AND SATISFACTION

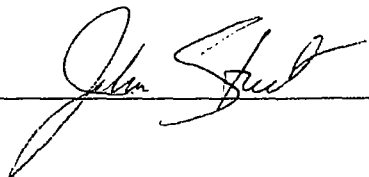
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13th day of May, 2013.

Name of Respondent: Ethyl Corporation (please print)

Signature:



Name: John Street

Title: Director, HSSE

Address: Ethyl Corporation

330 Fourth Street

Richmond, Virginia 23219-4304

### XXXI. TERMINATION AND SATISFACTION

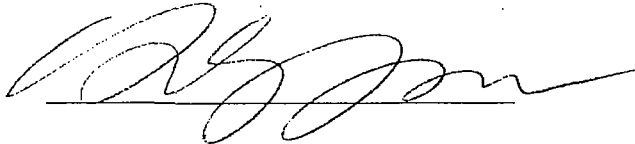
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent Evans Tempcon, Inc. (please print)

Signature:



Name: Hal Noroozi

Title: Chief Operating Officer

Address: Evans Tempcon, Inc.  
701 Ann Street NW  
Grand Rapids, MI 49504

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10th day of May, 2013.

Name of Respondent: Exxon Mobil Corporation \_\_\_\_\_ (please print)

Signature:



Name: Robert W. Jackmore \_\_\_\_\_

Title: Agent and Attorney in Fact \_\_\_\_\_

Address: 3225 Gallows Road \_\_\_\_\_

Fairfax, VA 22037 \_\_\_\_\_

\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18<sup>th</sup> day of April, 2013.

Name of Respondent Fleetwood Group, Inc. (please print)

Signature: Randy L. Utting

Name: Randy L. Utting

Title: CFO

Address: Fleetwood Group  
11832 James Street  
Holland, MI 49424

### XXXI. TERMINATION AND SATISFACTION

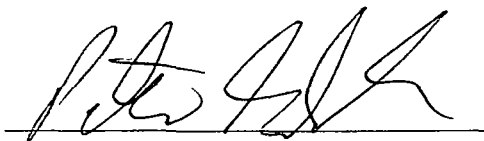
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14th day of May, 2013.

Name of Respondent Flint Group Incorporated (f.k.a. Flint Ink Corporation) (please print)

Signature:



Name: Peter Schreck

Title: Senior Corporate Counsel – Americas, Secretary

Address: Flint Group Incorporated  
14909 N. Beck Road  
Plymouth, MI 49170

### XXXI. TERMINATION AND SATISFACTION

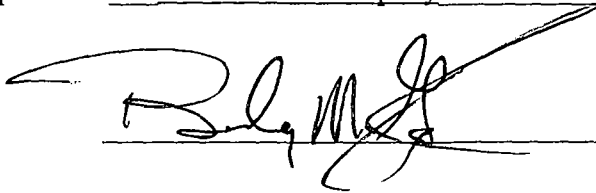
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 2nd day of May, 2013.

Name of Respondent Ford Motor Company (please print)

Signature:



Name:

**Bradley M. Gayton**

Title:

**Secretary**

Address:

World Headquarters

One American Road

Dearborn, MI 48126

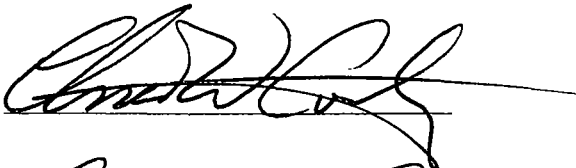
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7 day of MAY, 2013.

Name of Respondent GENCOEP INC (please print)

Signature: 

Name: CHRIS W. CONLEY

Title: VP

Address: P.O. BOX 13222  
SACRAMENTO CA  
95813-6000

### XXXI. TERMINATION AND SATISFACTION

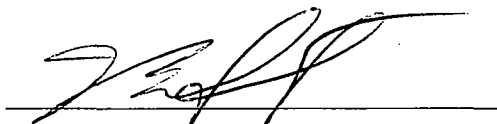
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10th day of May, 2013.

Name of Respondent: Genlyte Thomas Group

Signature:

A handwritten signature in black ink, appearing to read "Joe Innamorati", is written over a horizontal line.

Name: Joseph E. Innamorati

Title: Vice President

Address: Genlyte Thomas Group  
c/o Philips Electronics  
3000 Minuteman Road  
Building One  
Andover, MA 01810

### XXXI. TERMINATION AND SATISFACTION

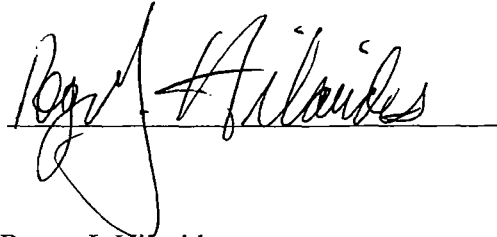
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13<sup>TH</sup> day of MAY, 2013.

Name of Respondent Georgia-Pacific LLC (please print)

Signature:



Name:

Roger J. Hilarides

Title:

Senior Vice President – Compliance & Ethics

Address:

133 Peachtree Street, NE

GA030-09

Atlanta, Georgia 30303

### XXXI. TERMINATION AND SATISFACTION

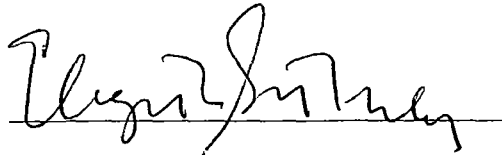
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent Giddings & Lewis Machine Tools, LLC, as successor to Kearney and Trecker

Signature:



Name:

Elizabeth Sitterly

Title:

Secretary

Address:

142 Doty Street

Fond du Lac WI 54935

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### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 29 day of April, 2013.

Name of Respondent GRANT EX SELLER GROUP (please print)

Signature: Douglas Singer

Name: DOUGLAS SINGER

Title: SELLER GROUP REPRESENTATIVE

Address: 3433 LOUSIMA DR  
GRAND RAPIDS, MI 49506

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25<sup>th</sup> day of April, 2013.

Name of Respondent Great Lakes Terminal & Transport (please print)  
Corporation

Signature: Nancy DehmLOW

Name: Nancy DehmLOW

Title: Vice President / Secretary

Address: 85 W. Algonquin Rd., Ste. 600  
Arlington Heights, IL 60005

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of April, 2013.

Groot Industries, Inc.

for itself and its subsidiaries Waste Watchers, Inc.

Name of Respondent C. Groot Automatic Disposal Company (please print)

Signature:



Name:

John Garrity

Title:

Chief Financial Officer

Address:

2500 Landmeier Road

Elk Grove Village, IL 60007

### XXXI. TERMINATION AND SATISFACTION

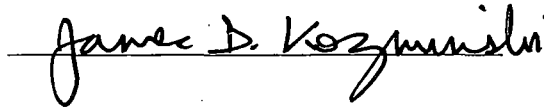
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7<sup>th</sup> day of May, 2013.

Name of Respondent Haworth, Inc. (please print)

Signature:



Name:

Jim Kozminski

Title:

Advanced Environmental Engineer

Address:

One Haworth Center

Holland MI 49423

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### XXXI. TERMINATION AND SATISFACTION

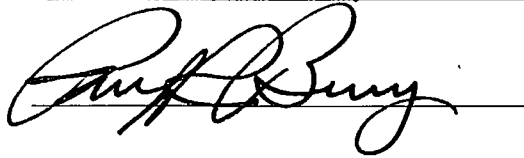
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15th day of May, 2013.

Name of Respondent: Henkel Corporation, on behalf of the former Adhesive & Electronic Materials Businesses conducted by National Starch & Chemical Company

Signature:



Name: Paul R. Berry, Esquire

Title: Senior Vice President, Chief Legal Officer and Secretary

Address: Henkel Corporation  
One Henkel Way  
Rocky Hill, CT 06067

### XXXI. TERMINATION AND SATISFACTION

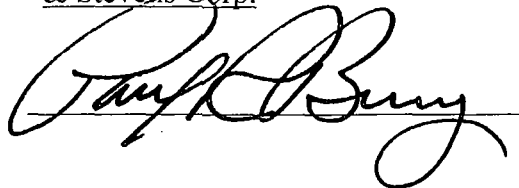
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15th day of May, 2013.

Name of Respondent: Henkel Corporation, on behalf of Sovereign Packaging Group, Inc., f/k/a Pierce & Stevens Corp.

Signature:



Name: Paul R. Berry, Esquire

Title: Senior Vice President, Chief Legal Officer and Secretary

Address: Henkel Corporation  
One Henkel Way  
Rocky Hill, CT 06067

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15 day of May, 2013.

Name of Respondent Heritage Environmental (please print)  
Services, LLC

Signature:

De Edwards

Name:

Debi Edwards

Title:

Vice President

Address:

Heritage Environmental Services, LLC  
7901 West Morris Street  
Indianapolis, IN 46231

### XXXI. TERMINATION AND SATISFACTION

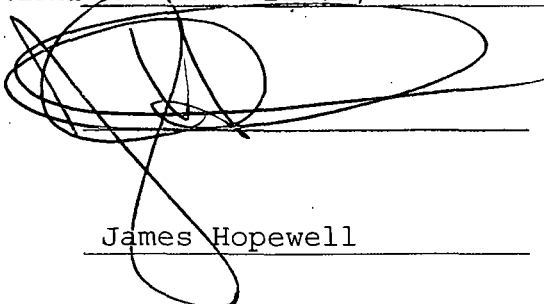
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of April, 2013.

Name of Respondent Herman Miller, Inc. (please print)

Signature:



Name: James Hopewell

Title: Vice President Legal Services  
and Associate General Counsel

Address: 855 East Main Avenue  
P.O. Box 302  
Zeeland, Michigan 49464-0302


### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18 day of April, 2013.

Name of Respondent Hitachi Metals America, Ltd. (Hitachi Magnetics Corporation)  
Peter Knight (please print)

Signature: 

Name: Peter Knight

Title: Director HR

Address: 2 Manhattanville Rd., Ste 301  
Purchase, NY 10577

### XXXI. TERMINATION AND SATISFACTION

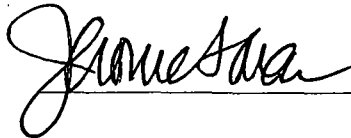
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13<sup>th</sup> day of May, 2013.

Name of Respondent Hollister Incorporated (please print)

Signature:



Name: Jerome Saxon

Title: Vice President, Health Care Law and  
Interim Vice President Law

Address: 2000 Hollister Drive  
Libertyville, Illinois 60048  
847.680.1000


### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16<sup>th</sup> day of May, 2013.

Name of Respondent: Hospital Corporation of America on behalf of Suburban Medical Center

Signature: \_\_\_\_\_

Name: Robert A. Waterman\_\_\_\_\_

Title: Senior Vice President\_\_\_\_\_

Address: 2501 Park Plaza\_\_\_\_\_

Nashville, TN 37203\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent Humphrey Products Company (please print)

Signature:

M. Linda Rynd

Name: M. Linda Rynd

Title: Human Resources Manager

Address: Humphrey Products Company

5070 East "N" Avenue

Kalamazoo, MI 49048

### XXXI. TERMINATION AND SATISFACTION

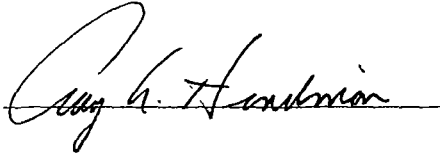
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7 day of May, 2013.

Name of Respondent Illinois Tool Works Inc. (please print)

Signature:



Name:

Craig A. Hindman

Title:

Executive Vice President

Address:

Illinois Tool Works Inc.

3600 West Lake Avenue

Glenview, IL 60026

### XXXI. TERMINATION AND SATISFACTION

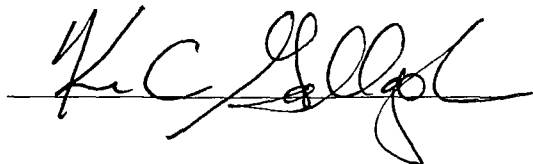
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent Interface, Inc. (for Interface Architectural Resources, Inc.)  
(please print)

Signature:



Name:

Kevin C. Gallagher

Title:

Ass't VP + Senior Counsel

Address:

2859 Paces Ferry Rd. (Suite 2000)  
Atlanta GA 30339

### XXXI. TERMINATION AND SATISFACTION

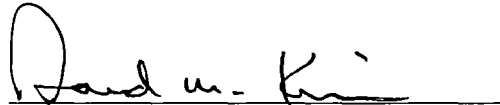
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent: International Paper Company on behalf of Afco Industries, Inc.

Signature:



Name: David M. Kiser

Title: Vice President  
Environment, Health, Safety and Sustainability

Address: 6400 Poplar Ave \_\_\_\_\_

Memphis, TN 38197 \_\_\_\_\_

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### XXXI. TERMINATION AND SATISFACTION

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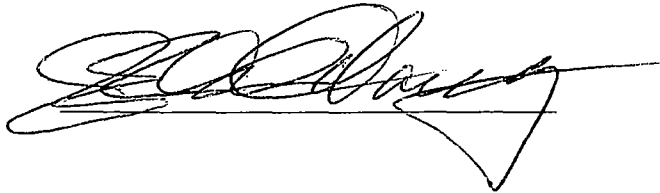
The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of April, 2013.

Name of Respondent: Interurban Transit Partnership\* (please print)

\*(f/k/a Grand Rapids Area Transit Authority)

Signature:



Name: Alan Hartley

Title: Deputy Chief Executive Officer

Address: Interurban Transit Authority  
300 Ellsworth Avenue, N.W.  
Grand Rapids, Michigan 49503-4005

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22nd day of May, 2013.

Name of Respondent: INX INTERNATIONAL INK CO.

INX INTERNATIONAL INK CO.

By Robert H. Osulm, Senior Vice President  
150 Mortingale, Suite 700  
Schaumburg, Illinois 60173

### XXXI. TERMINATION AND SATISFACTION

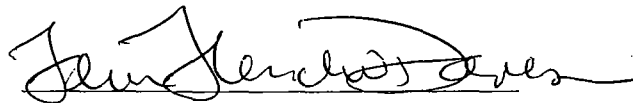
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of May, 2013.

Name of Respondent ITT Corporation (please print)

Signature:



Name:

Fern Fleischer Daves

Title:

Assistant General Counsel

Address:

ITT Corporation  
1133 Westchester Ave  
White Plains  
NY 10604

### XXXI. TERMINATION AND SATISFACTION

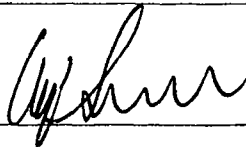
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14<sup>th</sup> day of MAY, 2013.

Name of Respondent IXYS INTEGRATED CIRCUITS DIVISION INC. (f/k/a CLARE, INC.)  
(please print)

Signature:



Name:

UZI SASSON

Title:

PRESIDENT

Address:

1590 BUCKEYE DRIVE

MILPITAS, CA 95035

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14th day of May, 2013.

Name of Respondent: Jackson's Industrial Manufacturing

Signature:

A handwritten signature in black ink, appearing to read 'Timothy J. Lundgren', written over a horizontal line.

Name: Timothy J. Lundgren

Title: Attorney for Jackson's Industrial Manufacturing

Address: 2662 Prairie Street, SW  
Wyoming, MI 49509

### XXXI. TERMINATION AND SATISFACTION

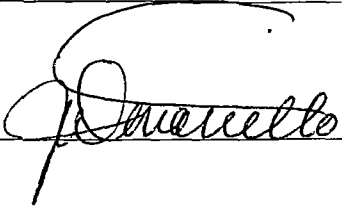
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22 day of April, 2013.

Name of Respondent John Crane Inc. (please print)

Signature:



Name: John Donatiello

Title: President

Address: 6400 W. Oakton Street

Morton Grove, IL 60053

USA

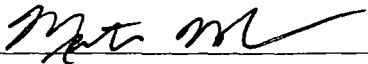
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 2 day of May, 2013.

Name of Respondent Keeler Brass Company (please print)  
(n/k/a FKI Hardware Inc.)

Signature: 

Name: Matthew Nozemack

Title: Vice President

Address: c/o FKI Hardware Inc.  
2077 Convention Center Concourse, Ste 175  
College Park GA 30337

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 23 day of April, 2013.

Name of Respondent Kelsey-Hayes Company (please print)

Signature: Robin Walker-Lee

Name: Robin Walker-Lee

Title: V.P. & General Counsel

Address: 12001 Tech Center Drive  
Livonia, MI 48150

### XXXI. TERMINATION AND SATISFACTION

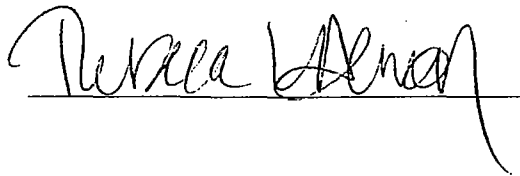
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent **Kinder Morgan, GP, Inc. (formerly known as Hydrocarbon Transportation, Inc.)** (please print)

Signature:

A handwritten signature in black ink, appearing to read "Rebecca Almon", written over a horizontal line.

Name:

**Rebecca Almon**

Title:

**Legal Counsel for Kinder Morgan, GP**

Address:

**Ireland Stapleton Pryor & Pascoe**

**717 17<sup>th</sup> Street, Suite 2800**

**Denver, CO 80211**

### XXXI. TERMINATION AND SATISFACTION

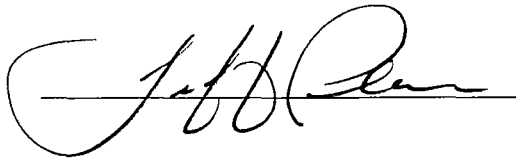
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8th day of May, 2013.

Name of Respondent: Kohler Co.

Signature:

A handwritten signature in black ink, appearing to read "Jeff Plass", written over a horizontal line.

Name: Jeff Plass

Title: Director – Global EHS

Address: Kohler Co.  
444 Highland Drive  
Mail Stop 009  
Kohler, WI 53044

### XXXI. TERMINATION AND SATISFACTION

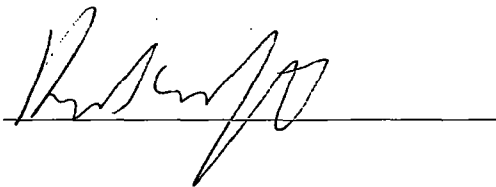
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6 day of May, 2013.

Name of Respondent Kraft Foods Group, Inc. (f/k/a Kraft Foods Global, Inc.) (please print)

Signature:



Name: Kenneth W. Wengert

Title: Director Safety Environmental BCP

Address: Kraft Foods Group, Inc.

Three Lakes Drive

Northfield, IL 60093

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of May, 2013.

Name of Respondent Kraft Inc. (please print)

Signature: [Signature]

Name: Kenn J. Kinally

Title: President

Address: 925 E. Church Ave  
Reed City, MI 49677

### XXXI. TERMINATION AND SATISFACTION

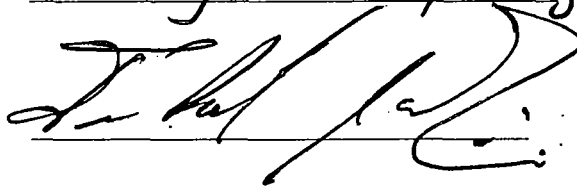
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10 day of MAY, 2013.

Name of Respondent LANSING COMMUNITY COLLEGE (please print)

Signature:



Name:

JEAN R. BEAUBEAU

Title:

DIRECTOR RISK MANAGEMENT & LEGAL SERVICES

Address:

PO BOX 40010  
MC 9000  
LANSING, MI 48201-7210

### XXXI. TERMINATION AND SATISFACTION

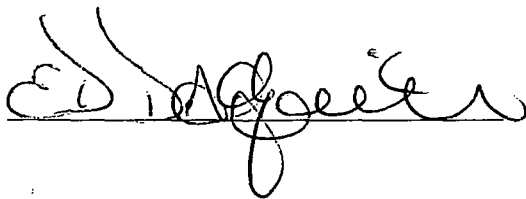
114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13<sup>th</sup> day of May, 2013.

Name of Respondent Lorin Industries (please print)

Signature:



Name: Ed Dahlquist

Title: Vice President of Operations

Address: 1960 Roberts Street

Muskegon, Michigan 49442

\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

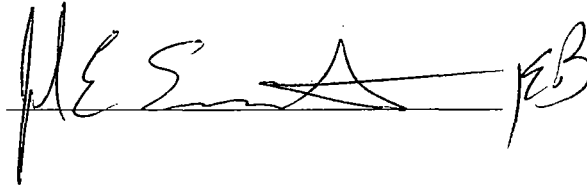
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13<sup>th</sup> day of May, 2013.

Name of Respondent: Mallinckrodt US Holdings LLC, a Delaware limited liability company, by and on behalf of itself as successor in interest to, Mallinckrodt US LLC, Mallinckrodt Inc. a New York corporation and McWhorter Chemical Company and Mallinckrodt LLC, a Delaware limited liability company by and on behalf of itself as successor in interest to Mallinckrodt Inc., a Delaware corporation (please print)

Signature:



Name: John E. Einwalter

Title: Vice President & Assistant Treasurer

Address: Mallinckrodt US Holdings LLC  
675 McDonnell Blvd.  
Hazelwood, MO 63042

### XXXI. TERMINATION AND SATISFACTION

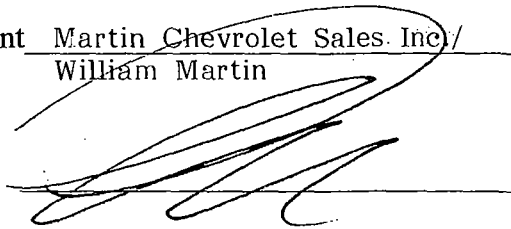
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25 day of April, 2013.

Name of Respondent Martin Chevrolet Sales Inc./ (please print)  
William Martin

Signature:



Name: William M. Martin

Title: President

Address: Martin Chevrolet Sales Inc.

8800 Gratiot Road

Saginaw, MI 48609

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of May, 2013.

Name of Respondent Maurey Manufacturing Corp

Signature:

X Joseph W. Maurey

Name:

Joseph W. Maurey

Title:

President

Address:

410 South Industrial Park Drive

Holly Springs, MS 38635

### XXXI. TERMINATION AND SATISFACTION

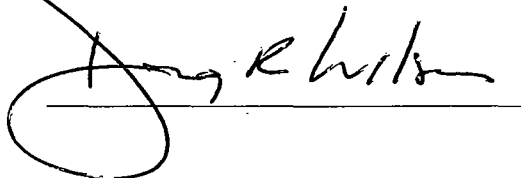
114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14<sup>th</sup> day of May, 2013.

Name of Respondent Maytag Corporation

Signature:

A handwritten signature in black ink, appearing to read "Douglas R. Wilson", is written over a horizontal line. A large, loopy circular flourish is drawn below the signature.

Name: Douglas R. Wilson

Title: Corporate Director, Environmental, Health and Safety, for Whirlpool Corporation

Address: Whirlpool Corporation

2000 North M 63

Benton Harbor, MI 49022

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent McKesson Corporation (please print)

Signature:

Willie C. Bogan

Name:

Willie C. Bogan

Title:

Secretary

Address:

One Post Street

San Francisco, CA 94104

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22 day of April, 2013.

Name of Respondent MeadWestvaco Corporation (please print)

Signature: 

Name: John H. Beasley

Title: Assistant General Counsel

Address: 501 South 5th Street

Richmond, VA 23219-0501

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 7<sup>th</sup> day of MAY, 2013.

Name of Respondent MERCURY MINNESOTA INC. (please print)

Signature: Gordon Adamek

Name: GORDON ADAMEK

Title: VP/GM

Address: 901 HULET AVE  
FARIBAUT, MN.  
55021

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16<sup>th</sup> day of May, 2013.

Name of Respondent Modine Manufacturing Company (please print)

Signature:

Scott J. Wollenberg

Name: Scott Wollenberg

Title: Regional VP- North America \_\_\_\_\_

Address: 1500 DeKoven Avenue \_\_\_\_\_

Racine, WI 53403 \_\_\_\_\_

\_\_\_\_\_

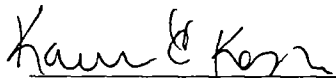
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 24<sup>th</sup> day of April, 2013.

Name of Respondent Momentive Specialty Chemicals Inc. (f/k/a Borden Chemical, Inc.)  
(please print)

Signature: 

Name: Karen E. Koster

Title: Executive Vice President – Environmental, Health & Safety

Address: 180 E. Broad Street  
Columbus, OH 43215  
\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

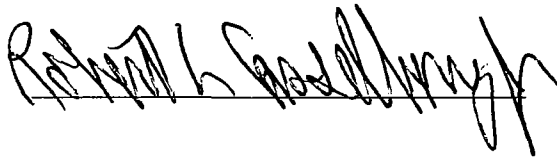
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of MAY, 2013.

Name of Respondent Morton International, LLC (please print)

Signature:



Name: Robert L. Casselberry Jr.

Title: Authorized Representative

Address: 3100 State Road

Croydon, PA 19021

### XXXI. TERMINATION AND SATISFACTION


114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 5 day of May, 2013.

Name of Respondent: MRC Holdings, Inc.

Signature:



Name: Richard I. Carroll

Title: Vice President

Address: 300 St. Paul Place

BSP15B

Baltimore, MD 21202

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 19 day of April, 2013.

Name of Respondent MSC Engineered Materials and Solutions Group Inc. (please print)

Signature:

JDC

Name:

James D. Pawlak

Title:

VP, CFO

Address:

2200 East Pratt Blvd  
Elk Grove Village IL 60007

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13<sup>th</sup> day of May, 2013.

Name of Respondent Murphy Oil USA, Inc. (please print)

Signature: John A. Moore

Name: John A. Moore

Title: General Counsel

Address: 200 Peach St.  
El Dorado, AR 71730  
\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

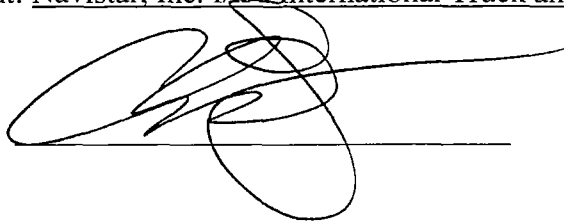
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>th</sup> day of May, 2013.

Name of Respondent: Navistar, Inc. f/k/a International Truck and Engine Corp. (please print)

Signature:

A handwritten signature in black ink, appearing to read 'Christopher P. Perzan', written over a horizontal line.

Name: Christopher P. Perzan

Title: Senior Counsel

Address: 2701 Navistar Drive

Lisle, IL 60532

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8th day of May, 2013.

Name of Respondent NCP Coatings, Inc.

(please print)

Signature:



Name: M. Sherman Drew Jr.

Title: Executive Vice-President

Address: 225 Fort Street

Niles, MI 49120

### XXXI. TERMINATION AND SATISFACTION

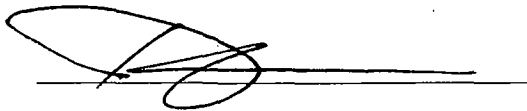
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6th day of May, 2013.

Name of Respondent: Northrop Grumman Systems Corporation

Signature:

A handwritten signature in black ink, appearing to be 'JP Kwan', written over a horizontal line.

Name: Joseph P. Kwan

Title: Corporate Director, Environmental Remediation  
Northrop Grumman Corporation

Address: 2980 Fairview Park Drive  
Falls Church, Virginia 22042-4511

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25 day of April, 2013.

Name of Respondent NORTHWESTERN FLAVORS, LLC (please print)

Signature:

Lyudmila Napoe

Name:

LYUDMILA NAPOE

Title:

SENIOR COUNSEL

Address:

600 W CHICAGO AVE  
5TH FLOOR  
CHICAGO, IL 60654

### XXXI. TERMINATION AND SATISFACTION

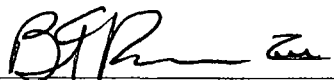
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16th day of April, 2013.

Name of Respondent \_\_\_\_\_ Paulo Products Company (please print)

Signature:

 \_\_\_\_\_

Name: Benjamin F. Rassieur III

Title: President \_\_\_\_\_

Address: Paulo Products Company \_\_\_\_\_

5711 West Park Avenue \_\_\_\_\_

St. Louis, MO 63110 \_\_\_\_\_

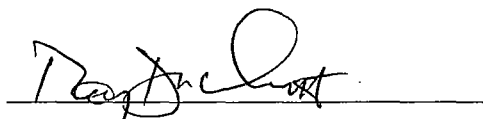
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 30 day of April, 2013.

Name of Respondent Packinex Plastic Packaging Inc. (please print)

Signature: 

Name: Roy Duckett

Title: VICE PRESIDENT

Address: DESIGNATED REPRESENTATIVE  
BRUCE WHITE  
BARBARA THORNTON  
ONE N Wacker DR  
SUITE 4400  
CHICAGO IL 60610

### XXXI. TERMINATION AND SATISFACTION

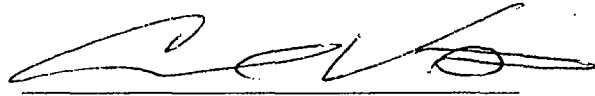
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 3 day of MAY, 2013.

Name of Respondent PERFECT PLASTIC PRINTING (please print)

Signature:



Name:

CARL VALENTI

Title:

DIRECTOR OF HR + SECURITY

Address:

PERFECT PLASTIC PRINTING CORP.  
345 KAUTZ RD  
ST. CHARLES IL 60174

### XXXI. TERMINATION AND SATISFACTION

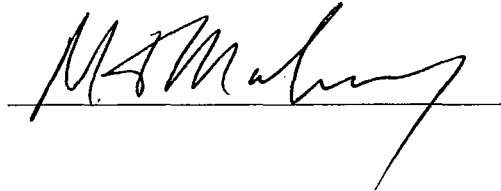
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent Pfizer Inc. (please print)

Signature:



Name: Michael G. Mahoney, Esq.

Title: Vice President and Assistant General Counsel

Address: Pfizer Inc.

235 East 42nd Street, 235/25/01

New York, NY 10017

### XXXI. TERMINATION AND SATISFACTION

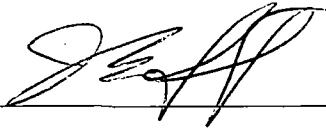
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10th day of May, 2013.

Name of Respondent: Philips Medical Systems, Inc.

Signature:



Name: Joseph E. Innamorati

Title: Vice President

Address: Philips Medical Systems, Inc.

3000 Minuteman Road

Building One

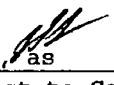
Andover, MA 01810

### XXXI. TERMINATION AND SATISFACTION

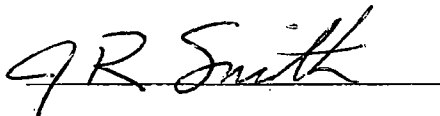
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 20<sup>th</sup> day of May, 2013.

Name of Respondent Phillips 66 Company,  (please print)  
successor in interest to ConocoPhillips Company

Signature:



Name: Jim R. Smith

Title: Remediation Manager

Address: 420 S. Keeler Ave., PB-17-1700-01

Bartlesville, OK 74003-6670

### XXXI. TERMINATION AND SATISFACTION

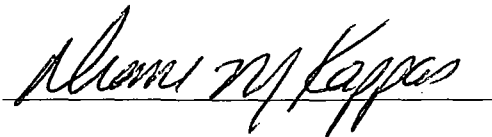
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15 day of May, 2013.

Name of Respondent: PPG Industries, Inc. (please print)

Signature:



Name: Diane M. Kappas

Title: Vice President, EHS

Address: One PPG Place

Pittsburgh, PA 15272

\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

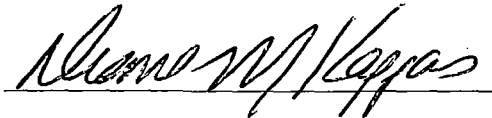
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15 day of May, 2013.

Name of Respondent: PPG Industries, Inc., on behalf of entities identified as (1) Glidden Coatings & Resins, (2) Glidden Durkee/Paints/Resins, (3) SCM Corp. -- Glidden Coating and Resins Div. (ICI Paints), (4) Kanartex Coatings Division – Grow Chemical, and (5) U.S. Paint – Subs. of Grow Chemical (please print)

Signature:



Name: Diane M. Kappas

Title: Vice President, EHS

Address: One PPG Place

Pittsburgh, PA 15272

\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

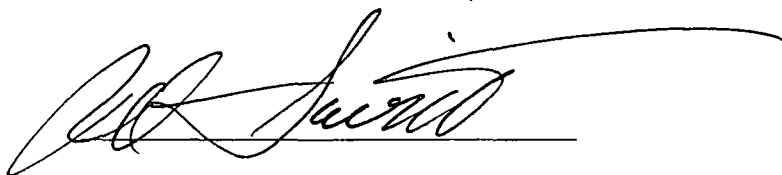
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15<sup>TH</sup> day of May, 2013.

Name of Respondent PREVUE PET PRODUCTS, INC.

Signature:

A handwritten signature in black ink, appearing to read "Richard Savitt", written over a horizontal line.

Name: RICHARD SAVITT

Title: CEO

Address: 224 N. MAPLEWOOD AVE.  
CHICAGO, IL 60612

### XXXI. TERMINATION AND SATISFACTION

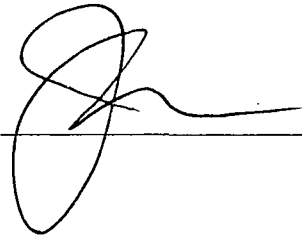
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18th day of April, 2013.

Name of Respondent PRO Corporation f/k/a Comforce Corporation (please print)

Signature:



Name: James T. Cahalan

Title: General Counsel

Address: PRO Corporation

1150 Iron Point Road, Ste. 100

Folsom, CA 95630

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22<sup>nd</sup> day of April, 2013.

Name of Respondent    RepcoLite Paints Inc.    (please print)

Signature:



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Name:                    Dan Altena

Title:                    President

Address:                473 W 17<sup>th</sup> Street  
Holland, MI 49423

7/10/13 10:01 AM

### XXXI. TERMINATION AND SATISFACTION

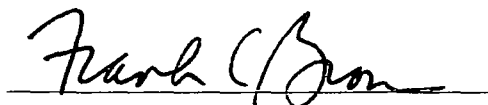
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 17 day of April, 2013.

Name of Respondent Rexam Beverage Can Company(please print)

Signature:



Name: Frank C. Brown

Title: Vice President

Address: 4201 Congress Street, Suite 340  
Charlotte NC 28209

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### XXXI. TERMINATION AND SATISFACTION

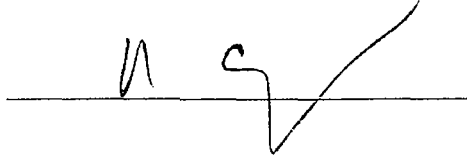
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25 day of April, 2013.

Name of Respondent: Robbins & Myers Inc. (please print)

Signature:

A handwritten signature in black ink, appearing to be 'R. Chang', is written over a horizontal line.

Name: Raymond Chang

Title: VP, Assistant General Counsel & Assistant Corporate Secretary

Address: National Oilwell Varco  
7909 Parkwood Circle  
Houston, Texas 77036

### XXXI. TERMINATION AND SATISFACTION

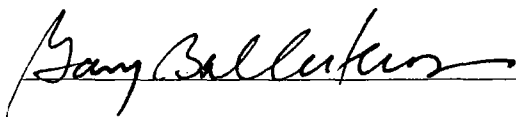
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 17 day of April, 2013.

Name of Respondent Rockwell Automation, Inc. (please print)

Signature:



Name:

GARY BALLESTEROS

Title:

VICE-PRESIDENT, LAW

Address:

1201 SOUTH 2ND STREET

MILWAUKEE, WI

53204

### XXXI. TERMINATION AND SATISFACTION

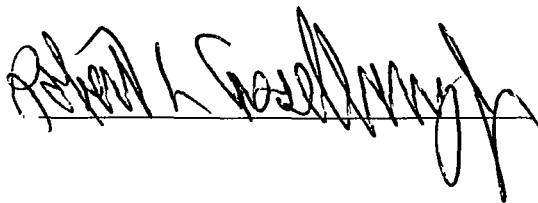
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of MAY, 2013.

Name of Respondent Rohm and Haas Company (please print)

Signature:



Name: Robert L. Casselberry Jr.

Title: Authorized Representative

Address: 3100 State Road

Croydon, PA 19021

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### XXXI. TERMINATION AND SATISFACTION

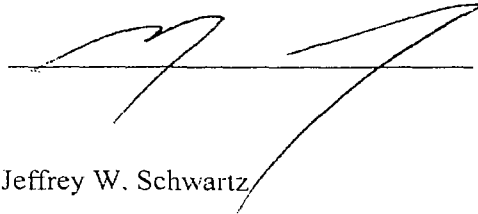
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 23 day of May, 2013.

Name of Respondent: Rollie Williams Paint Spot, Inc.

Signature:

A handwritten signature in black ink, appearing to read 'Jeffrey W. Schwartz', is written over a horizontal line.

Name: Jeffrey W. Schwartz

Title: President

Address: 1179 Kent Street

Elkhart, Indiana 46514

### XXXI. TERMINATION AND SATISFACTION

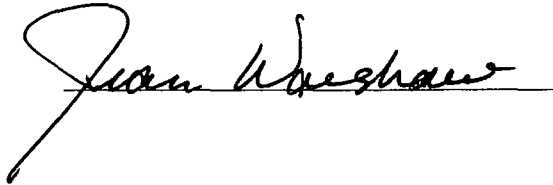
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 9<sup>th</sup> day of May, 2013.

Name of Respondent RR Donnelley & Sons Company (please print)

Signature:

A handwritten signature in black ink, appearing to read "Jean Warshaw", written over a horizontal line.

Name:

Jean Warshaw

Title:

Counsel to RR Donnelley & Sons Company

Address:

450 East 78<sup>th</sup> Street, Floor 2

New York, New York 10075

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16th day of May, 2013.

Name of Respondent: Rust-Oleum Corporation

Signature:



Name: Michael Murphy

Title: General Counsel

Address: Rust-Oleum Corporation  
11 Hawthorn Pkwy.  
Vernon Hills, Illinois 60061

### XXXI. TERMINATION AND SATISFACTION

114. This Settlement Agreement shall terminate when Respondents demonstrate in writing and certify to the satisfaction of EPA that all activities required under this Settlement Agreement, including any additional work required by EPA under this Settlement Agreement, have been performed and payment of response costs, and any stipulated penalties demanded by EPA, has been made in full and EPA has approved the certification. Such certification shall not, however, terminate Respondents' obligation to comply with the record retention requirements of Sections XIV of this Settlement Agreement.

The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent Safety-Kleen Corp., through Safety-Kleen Systems, Inc.  
(please print)

Signature:



Name:

David Musselman

Title:

SVP, General Counsel and Assistant Secretary

Address:

42 Longwater Dr.  
Norwell, MA 02061

### XXXI. TERMINATION AND SATISFACTION

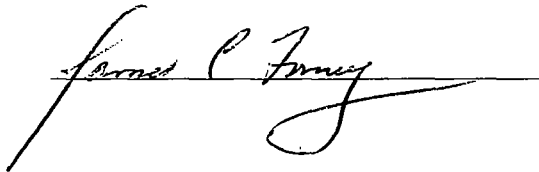
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 26 day of April 2013.

Name of Respondent: SCA Chemical Services

Signature:

A handwritten signature in black ink, appearing to read "James C. Forney", written over a horizontal line.

Name: James C Forney

Title: Director, Closed Site Management Group

Address: Waste Management  
3965 Okemos Road, Suite B4  
Okemos, MI 48864

### XXXI. TERMINATION AND SATISFACTION

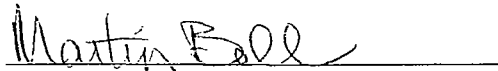
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 18th day of April, 2013.

Name of Respondent: Scholle Corporation (please print)

Signature:

A handwritten signature in dark ink, appearing to read "Martin Bell", is written over a horizontal line.

Name: Martin Bell  
Title: Vice President, General Counsel  
Address: Scholle Corporation  
19520 Jamboree Road, Suite 250  
Irvine, CA 92612

### XXXI. TERMINATION AND SATISFACTION

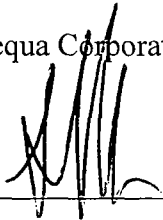
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10<sup>th</sup> day of May, 2013.

Name of Respondent Sequa Corporation (please print)

Signature:



Name:

Steven R. Lawson

Title:

VP

Address:

300 BLAISDELL ROAD

ORANGEBURG, NY

10962

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of MAY, 2013.

Name of Respondent Shelby Properties (please print)

Signature: William Demeritt

Name: William Demeritt

Title: President, Shelby Properties

Address: 13925 City Center Dr  
Chino Hills, CA 91709

### XXXI. TERMINATION AND SATISFACTION

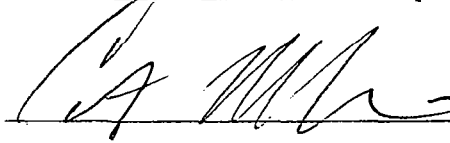
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 29 day of April, 2013.

Name of Respondent The Sherwin-Williams Company (please print)

Signature:



Name: Catherine M. Kilbane

Title: Executive VP, Sr. Secretary & General Counsel

Address: 101 Prospect Avenue

Cleveland, Ohio 44115

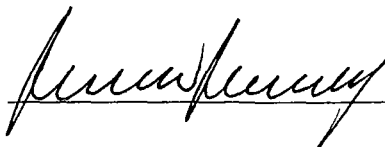
### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6<sup>th</sup> day of May, 2013.

Name of Respondent SIEMENS INDUSTRY, INC.  
RICHARD RAMIREZ (please print)

Signature: 

Name: RICHARD RAMIREZ

Title: N.P. EHS

Address: 3333 OLD MILTON Pkwy  
ALPHARETTA, GA 30005

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 25<sup>th</sup> day of April, 2013.

Name of Respondent Sine Systems Corporation (please print)

Signature:

Edward C. Wetmore

Name:

Edward C. Wetmore

Title:

Secretary

Address:

358 Hall Avenue

Wallingford, CT 06492

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 17 day of April, 2013.

Name of Respondent SOMMER + MACH INDUSTRIES INC (please print)

Signature:



Name:

RICHARD J. CARROLL

Title:

PRESIDENT

Address:

5501 W OGDEN

CHICAGO IL 60804

### XXXI. TERMINATION AND SATISFACTION

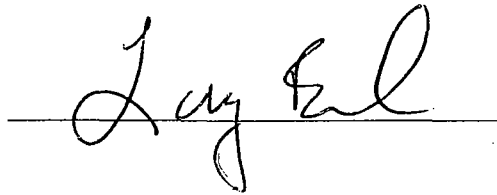
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 15th day of May, 2013.

Name of Respondent: Sparton Electronics Division

Signature:

A handwritten signature in black ink, appearing to read "Larry Brand", is written over a horizontal line.

Name: Larry Brand

Title: Vice President, Human Resources – Sparton Corporation

Address: 425 Martingale Road  
Suite 2050  
Schaumburg, IL 60173

### XXXI. TERMINATION AND SATISFACTION

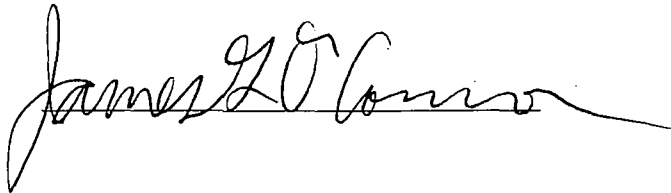
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8th day of May \_\_\_\_\_, 2013.

Name of Respondent Steelcase Inc. (please print)

Signature:



Name: James G. O'Connor

Title: Assistant General Counsel

Address: Mail Code GH-4C

901 44<sup>th</sup> Street S.E.

Grand Rapids, MI 49503

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 9<sup>th</sup> day of May, 2013.

Name of Respondent Sunspring America, Inc. (formerly Higgins Industries)

Signature:



Name:

Daniel Dreyer

Title:

Secretary

Address:

579 Garfield

Vanderbilt, MI 49795

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16<sup>th</sup> day of April, 2013.

Name of Respondent Tennant Company (please print)

Signature: Heidi M Wilson

Name: HEIDI M WILSON

Title: Vice President, General Counsel

Address: 701 North Lilac Dr  
Minneapolis, MN 55422

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 30 day of April, 2013.

Name of Respondent: Therm-O-Disc, Incorporated

Signature:



Name:

Craig Rossman

Title:

Vice President - Finance

Address:

Therm-O-Disc, Inc.  
1320 South Main St.  
MANSFIELD, Ohio 44907

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16<sup>th</sup> day of May, 2013.

Name of Respondent Tracy Industries, Inc., (please print)

Signature: Stephen Chantelois

Name: Stephen Chantelois

Title: Vice President

Address: 6711 Albi Lane  
Plymouth, MI 48170

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16 day of May, 2013.

Name of Respondent TRUE Value Company (please print)

Signature: [Signature]

Name: ROBERT BRIDCE

Title: ASSISTANT GENERAL COUNSEL

Address: 8600 W. Bryn Mawr Ave  
Chicago, IL  
60631-3505

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of May, 2013.

Name of Respondent Union Carbide Corporation (please print)

Signature: Mary J. Draves

Name: Mary Draves

Title: Authorized Representative

Address: 1790 Building  
Midland, MI 48674  
\_\_\_\_\_

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 23rd day of April, 2013.

Name of Respondent: Union Tank Car Company (please print)

Signature:

\_\_\_\_\_

Name: Kenneth P. Fischl

Title: President

Address: 175 West Jackson Blvd  
21<sup>st</sup> Floor  
Chicago, Illinois 60604

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 22<sup>nd</sup> day of April, 2013.

Name of Respondent Unisys Corporation (please print)  
(on behalf of Sperry-Vickers Corporation in lieu of Eaton Corporation.)

Signature: Kevin Kueger

Name: KEVIN KUEGER

Title: Director Global ESN&S

Address: 3199 Pilot Knob Road  
Eagan, MN 55121

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10<sup>th</sup> day of May, 2013.

Name of Respondent UNIVAR USA INC (please print)

Signature: 

Name: Leslie R Rhenck

Title: Vice President & Associate General Counsel  
Chief Compliance Officer

Address: 17425 NE Union Hill Road  
Redmond, WA 9804

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 13 day of May, 2013.

Name of Respondent USG INDUSTRIES, INC., USG CORPORATION (please print)

Signature:

Christopher J. McElroy

Name:

Christopher J. McElroy

Title:

Assistant General Counsel

Address:

550 W. Adams Street

Chicago, IL 60661

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 8<sup>th</sup> day of May, 2013.

Name of Respondent: The Valspar Corporation (please print)

Signature:



Name:

Jeffrey J. Hayward

Title:

Environmental & Regulatory Counsel

Address:

The Valspar Corporation

P.O. Box 1461

Minneapolis, MN 55440

Attention: Legal Department

### XXXI. TERMINATION AND SATISFACTION

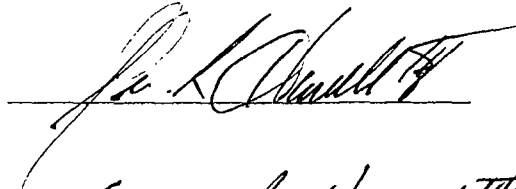
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 6<sup>th</sup> day of May, 2013.

Name of Respondent Velsicol Chemical LLC (please print)

Signature:



Name:

George A. Harvell III

Title:

Vice President

Address:

1199 Warford St.  
Memphis, TN 38108

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 16<sup>th</sup> day of May, 2013.

Name of Respondent Weber Marking Systems, Inc. (please print)

Signature:

A handwritten signature in black ink, appearing to read "John O'Leary", written over a horizontal line.

Name:

John O'Leary

Title:

Vice President of Manufacturing

Address:

711 W. Algonquin Road

Arlington Heights, IL 60005

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 10<sup>th</sup> day of MAY, 2013.

Name of Respondent WELTRONIC / TECHNITRON INC. (please print)

Signature:

Zulussain

Name:

ZAFFAR HYDARI

Title:

Chief Financial Officer

Address:

24775, CRESTVIEW CT.

FARMINGTON HILLS

MI 48335

### XXXI. TERMINATION AND SATISFACTION

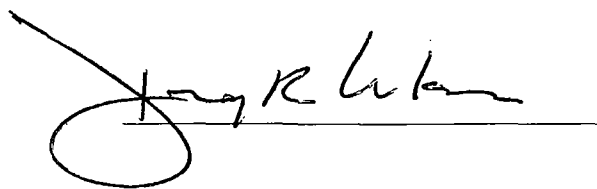
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14<sup>th</sup> day of May, 2013.

Name of Respondent Whirlpool Corporation

Signature:

A handwritten signature in black ink, appearing to read "Douglas R. Wilson", is written over a horizontal line. A large, loopy circular flourish is drawn below the signature line, starting from the left and looping around the bottom of the signature.

Name: Douglas R. Wilson

Title: Corporate Director, Environmental, Health and Safety

Address: Whirlpool Corporation  
2000 North M 63  
Benton Harbor, MI 49022

### XXXI. TERMINATION AND SATISFACTION

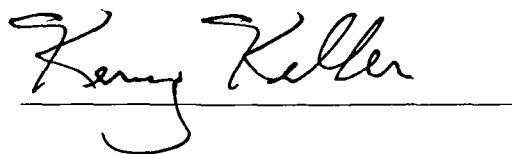
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 24 day of April, 2013.

Name of Respondent Woodward, Inc. on behalf of M.P.C. Products (please print)

Signature:



Name:

Kerry Keller

Title:

Manager, Global Env., Health & Safety

Address:

5001 North Second Street

Loves Park, IL 61111

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### XXXI. TERMINATION AND SATISFACTION

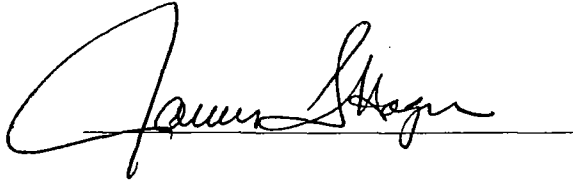
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of MAY, 2013.

Name of Respondent WRR ENVIRONMENTAL SERVICES CO, INC (please print)

Signature:



Name:

JAMES HAGER

Title:

President

Address:

5200 Ryder Rd

Eau Claire, WI 54701

### XXXI. TERMINATION AND SATISFACTION

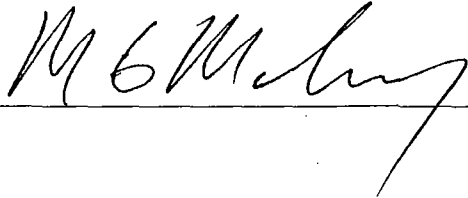
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent Wyeth LLC (please print)

Signature:



Name: Michael G. Mahoney, Esq.

Title: Vice President and Assistant General Counsel

Address: Pfizer Inc.

235 East 42nd Street, 235/25/01

New York, NY 10017

### XXXI. TERMINATION AND SATISFACTION

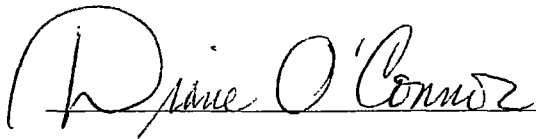
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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14 day of May, 2013.

Name of Respondent: Xerox Corporation (please print)

Signature:

A handwritten signature in cursive script that reads "Diane O'Connor". The signature is written in dark ink and is positioned to the right of the "Signature:" label.

Name: Diane O'Connor

Title: V.P., EHS&S

Address: 800 Phillips Road, Bldg. 205

Webster, NY 14580

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 14th day of May, 2013.

Name of Respondent Zenith Electronics LLC, a Delaware Limited Liability Company (formerly known as Zenith Electronics Corp.) (please print)

Signature:



Name:

Soohan Bae

Title:

Chief Financial Officer

Address:

c/o LG Electronics U.S.A., Inc.

1000 Sylvan Avenue

Englewood Cliffs, NJ 07632

### XXXI. TERMINATION AND SATISFACTION

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The Undersigned Party enters into this Administrative Settlement Agreement in the matter of Operable Unit Two of the Lake Calumet Cluster Site.

Agreed this 21<sup>st</sup> day of May, 2013.

Name of Respondent Zurn Industries, LLC (please print)

Signature:



Name:

Donald F. Kiesling, Jr.

Title:

Senior Attorney

Address:

Zurn Industries, LLC  
4701 W. Greenfield Ave.  
Milwaukee, WI 53214

Operable Unit Two, Lake Calumet Cluster Site

It is so ORDERED AND AGREED this 3<sup>rd</sup> day of JUNE, 2013.

BY: 

*sa* Rick Karl, Director Superfund Division  
U.S. Environmental Protection Agency  
Region 5

## Appendix A

**STATEMENT OF WORK  
FOR A REMEDIAL INVESTIGATION AND FEASIBILITY STUDY  
OF THE GROUNDWATER OPERABLE UNIT TWO  
AT THE LAKE CALUMET CLUSTER SITE  
CHICAGO, ILLINOIS**

**I. PURPOSE**

This Statement of Work ("SOW") sets forth the requirements for conducting a Remedial Investigation ("RI") and Feasibility Study ("FS") for the Groundwater Operable Unit Two at the Lake Calumet Cluster Site ("Site") in southeastern Chicago, Illinois. The Site, consists of the parcels commonly known as the Alburn/American Incineration, Inc., Site ("Alburn"); the U.S. Drum II Site ("U.S. Drum"), the Unnamed Parcel Site ("Unnamed Parcel"); and the Paxton Avenue Lagoons Site ("Paxton Lagoons") bounded by the Land and Lakes Landfill to the west, 122<sup>nd</sup> Street to the south, the Norfolk and Western Railroad right-of-way and Indian Ridge Marsh to the east, and Paxton I and II Landfills (South of 119<sup>th</sup> Street) to the north, all in Chicago, Cook County, Illinois, and any nearby areas where hazardous substances, pollutants, or contaminants from the property or from former operations at the property have or may have come to be located.

The RI Report shall evaluate the nature and extent of hazardous substances, pollutants or contaminants present in groundwater at and emanating from the Site. The RI Report shall also assess the risk that these hazardous substances, pollutants, or contaminants in groundwater present for human health and the environment. The RI Report shall provide sufficient data to develop and evaluate effective remedial alternatives, in the event remediation of groundwater is determined to be necessary. Because Operable Unit One will address source control, the feasibility study for Operable Unit Two will be focused on the requirements for remedial action to address groundwater contamination at and emanating from the Site. The FS Report shall evaluate alternatives as needed to address unacceptable risks to human health and the environment from hazardous substances, pollutants, or contaminants in groundwater at and emanating from the Site.

The Respondents shall prepare and complete the RI and FS Reports for Operable Unit Two in compliance with the Administrative Settlement Agreement and Order on Consent ("Settlement Agreement"); this SOW; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended; the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") (40 C.F.R. Part 300) as amended; and the requirements and guidance for RI/FS studies and reports, including the United States Environmental Protection Agency ("EPA") Superfund *Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA* (EPA/540/G-89/004, October 1988) (RI/FS Guidance), and any other guidance that EPA uses in conducting or submitting deliverables for an RI/FS. Exhibit B sets forth a partial list of such guidance used by EPA for an RI/FS.

The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI/FS at the Site, except as otherwise specified herein. As specified in CERCLA Section 104(a)(1), as amended by SARA, EPA will provide oversight of the Respondents' activities throughout the RI/FS.

## **II. DOCUMENT REVIEW**

The Respondents shall submit two hard copies and one electronic copy of all documents or deliverables required as part of this SOW to EPA, with two hardcopies and an electronic copy to the Illinois Environmental Protection Agency ("IEPA"), for review and approval by EPA. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Settlement Agreement, EPA, after reasonable opportunity for review and comment by the IEPA, may: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, EPA will not modify a submission without first providing Respondents at least one notice of deficiency and opportunity to cure within 30 days. (See Section X of the Settlement Agreement for procedures concerning EPA Approval of Plans and Other Submissions.)

## **III. SCOPE**

Respondents shall complete the following tasks as part of this RI/FS:

- Task 1: Project Scoping and RI/FS Planning Documents
- Task 2: Community Relations Support
- Task 3: Site Characterization and Risk Assessment
- Task 4: Remedial Investigation Report (including baseline human health and ecological risk assessments)
- Task 5: Treatability Studies
- Task 6: Development and Screening of Alternatives (Technical Memorandum)
- Task 7: Detailed Analysis of Alternatives (FS Report)
- Task 8: Progress Reports

### **TASK 1: PROJECT SCOPING AND RI/FS PLANNING DOCUMENTS**

#### **1.1 Site Background**

The Respondents shall gather and analyze the existing Site background information and shall conduct a Site visit to assist in planning the scope of the RI/FS.

##### **1.1.1 Collect and Analyze Existing Data**

Before planning the RI/FS activities, the Respondents shall thoroughly compile and review existing Site data. Where previously compiled, EPA shall provide Respondents with historical data in electronic format, according to EPA Region 5 specifications. Existing Site data includes presently available data relating to the varieties and quantities of hazardous substances, pollutants, and contaminants constituents at the Site, past disposal practices, the results of previous sampling activities, and EPA's aerial photography analysis of the Site. Examples of existing information about or relating to the Site include: The Nature and Extent of Contamination at the Lake Calumet Cluster Site November 30, 1999; Comprehensive Site Investigation Report Lake

Calumet Cluster Site: Alburn, U.S. Drum and Unnamed Parcel Areas; Remedial Options Report Southeast Chicago Cluster Site Chicago, Illinois September 27, 2002; Human Health Risk Assessment Report Lake Calumet Cluster Site: Alburn, U.S. Drum, and Unnamed Parcel Areas Final Report February 2002; Ecological Risk Assessment Lake Calumet Cluster Sites Chicago, Illinois November 2001; Ecotoxicological Evaluation of Soil, Sediment and Surface Water, and Groundwater Sampling Results Indian Ridge March Ecosystem Restoration 2008 and 2009 Addendum; and 2009 ATSDR Public Health Assessment Report Lake Calumet Cluster Sites Chicago, Illinois.

### **1.1.2 Conduct Site Visit**

The Respondents shall visit the Site during the project scoping phase to develop a better understanding of the Site, and focus on the sources and the areas of impacted media, as well as potential exposure pathways and receptors at the Site. During the Site visit, the Respondents shall observe, to the extent possible, the Site's physiography, hydrology, geology, and demographics, as well as ecological resources and cultural features. The Respondents shall coordinate this visit with the EPA Remedial Project Manager ("RPM").

## **1.2 RI/FS Planning Documents (Work Plan/Field Sampling Plan/QAPP)**

### **1.2.1 General Requirements**

Within 90 days of the effective date of the Settlement Agreement, the Respondents shall submit draft RI/FS Planning Documents (including the Work Plan, Field Sampling Plan ("FSP"), Quality Assurance Project Plan ("QAPP"), and Health and Safety Plan) to EPA, with a copy to IEPA, for review and approval by EPA.

The objective of the RI/FS Planning Documents is to develop an RI/FS strategy and general management plan that accomplishes the following:

- A remedial investigation that determines the nature and extent of the release or threatened release of hazardous substances, pollutants, or contaminants in groundwater at and emanating from the Site. In performing this investigation, the Respondents shall gather sufficient data, samples, and other information to characterize the nature and extent of contamination in groundwater entering the Site, at the Site, and emanating from the Site, to support the human health and ecological risk assessments, and to provide sufficient data for the identification and evaluation of remedial alternatives for Operable Unit Two at this Site.
- A feasibility study that identifies and evaluates alternatives for remedial action to protect human health and the environment by preventing, eliminating, controlling, or mitigating the release or threatened release of hazardous substances, pollutants, or contaminants in groundwater at and emanating from the Site.

When scoping the specific aspects of the project, the Respondents shall meet with EPA to discuss all project planning decisions and special concerns associated with the Site.

The RI/FS Planning Documents shall include a detailed description of the tasks the Respondents shall perform, the information needed for each task, a detailed description of the information the Respondents shall produce during and at the conclusion of each task, and a description of the work products that the Respondents shall submit to EPA and IEPA. This includes the deliverables set forth in this SOW; a schedule for each of the required activities consistent with the RI/FS Guidance and other relevant guidance; monthly reports to EPA and IEPA; and meetings and presentations to EPA and IEPA at the conclusion of each major phase of the RI/FS. The Respondents shall refer to Appendix B of the RI/FS Guidance for a description of the required contents of the RI/FS Planning Documents.

The RI/FS Planning Documents shall identify the data needs for characterizing the nature and extent of the contamination at and emanating from the site, evaluating risks, and developing and evaluating remedial alternatives. The RI/FS Planning Documents shall reflect coordination with treatability study requirements, if any. The RI/FS Planning Documents shall also include a process for and manner of refining and/or identifying additional Federal and State Applicable or Relevant and Appropriate Requirements (“ARARs”), and for preparing the human health and ecological risk assessments and the feasibility study.

### **1.2.2 Specific Requirements**

The Respondents shall prepare the RI/FS Planning Documents as described in “Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA,” October 1988 and shall include:

#### **1.2.2.1 Site Background**

The Site Background section shall include a brief summary of the Site location, description, physiography, hydrology, geology, demographics, ecological, cultural and natural resource features, Site history, description of previous investigations and responses conducted at the Site by local, state, federal, or private parties, and Site data evaluations and project planning completed during the scoping process.

The Site background section shall discuss areas of waste handling and disposal activities, the locations of existing groundwater monitoring wells, if any, and previous surface water, sediment, soil, groundwater, and air sampling locations. The Site Background section shall include a summary description of available data and identify areas where hazardous substances, pollutants or contaminants were detected and the detected levels. The Site Background section shall include tables that summarize the available data.

#### **1.2.2.2. Work Plan and Field Sampling Plan**

Respondents shall prepare the Work Plan and FSP portions of the RI/FS Planning Documents to ensure that sample collection and analytical activities are conducted in accordance with technically-acceptable protocols and that the data meet the Site-specific Data Quality Objectives as established in the QAPP and FSP. All sampling and analyses performed shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control

("QA/QC"), data validation, and chain of custody procedures. The Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with EPA guidance.

Upon request by EPA, the Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. The Respondents shall provide EPA with the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall also ensure the provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, *Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites*.

Upon request by EPA, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents. The Respondents shall notify EPA not less than 15 days in advance of any sample collection activity. EPA shall have the right to take any additional samples that it deems necessary.

#### **1.2.2.3 Data Gap Description/Data Acquisition**

As part of the FSP, the Respondents shall evaluate the currently-available data. The Respondents shall identify those areas of the Site and nearby areas that require data and evaluation in order to define the extent of hazardous substances, pollutants, or contaminants in groundwater entering, at, and emanating from the Site. This section of the FSP shall include a description of the number, types, and locations of samples to be collected. The FSP shall include a data collection program to accomplish any of the following that are determined to be required at this Site:

- Site Reconnaissance:
  - Site surveys including property, boundary, utility rights-of-way, and topographic information
  - Land Survey
  - Topographic Mapping
  - Field Screening
- Geological Investigations (Soils and Sediments) to determine the extent of hazardous substances, pollutants, or contaminants in surface soils, subsurface soils and sediments at and from the Site:
  - Collect Surface Soil Samples
  - Collect Subsurface Soil Samples
  - Perform Soil Boring and Permeability Sampling
  - Collect Sediments Samples (including, but not limited to, Indian Ridge Marsh)
  - Survey Soil Gases
  - Test Pit

- Identify real-world horizontal and vertical coordinates, and appropriate datum, for all samples and Site features in accordance with EPA Region 5 electronic data requirements
- Air Investigations to determine the extent of atmospheric hazardous substances, pollutants, or contaminants at and from the Site:
  - Collect Air Samples
  - Establish Air Monitoring Station
- Hydrogeological Investigations (Groundwater) to determine the horizontal and vertical distribution of hazardous substances, pollutants, or contaminants in the groundwater and the extent, fate, and transport of any groundwater plumes containing hazardous substances, pollutants, or contaminants:
  - Install Well Systems
  - Collect Samples from Upgradient, Downgradient, Private, and Municipal wells
  - Collect Samples during Drilling (e.g., HydroPunch or Equivalent)
  - Perform Hydraulic Tests (such as Pump Tests, Slug Tests and Grain Size Analyses)
  - Measure Groundwater Elevations and determine horizontal and vertical sample locations in accordance with EPA Region 5 electronic data requirements
  - Model Groundwater Flow and Contaminant Transport
  - Determine the direction of regional and local groundwater flow
  - Identify the local uses of groundwater including the number, location, depth, and use of nearby private and municipal wells
- Hydrogeological Investigations (Surface Water) to determine the nature and extent of contamination of surface water at and from the Site:
  - Collect Samples (including, but not limited to, Indiana Ridge Marsh)
  - Measure Surface-Water Elevations
  - Determine Groundwater/Surface Water Interaction (discharge/recharge)
- Waste Investigations:
  - Collect Samples (Gas, Liquid, Solid)
- Conduct such other investigations as may be necessary to support evaluation of the preliminary identified remedial alternatives and the Feasibility Study.
- Dispose of Investigation-Derived Waste. The Respondents shall characterize and dispose of investigation-derived wastes in accordance with local, state, and federal regulations as specified in the FSP (see the Fact Sheet, *Guide to Management of Investigation-Derived Wastes*, 9345.3-03FS (January 1992)).

- Evaluate and Document the Need for Treatability Studies. If the Respondents or EPA identify remedial actions that involve treatment, the Respondents shall include treatability studies as outlined in Task 5 of this SOW unless the Respondents satisfactorily demonstrate to EPA that such studies are not needed. When treatability studies are needed, the Respondents shall plan initial treatability testing activities (such as research and study design) to occur concurrently with Site characterization activities.

#### **1.2.2.4 Quality Assurance Project Plan ("QAPP")**

The Respondents shall prepare a QAPP that addresses sample analysis and data handling for samples collected during the RI, based on the Settlement Agreement and guidance provided by EPA. The Respondents shall prepare the QAPP in accordance with the Uniform Federal Policy for Implementing Environmental Quality Systems ("UFP-QS"), the Uniform Federal Policy for Quality Assurance Project Plans, ("UFP-QAPP") Manual, the UFP-QAPP Workbook, and the UFP-QAPP Compendium. The EPA Office of Solid Waste and Emergency Response ("OSWER") approved the UFP-QS (Final, Version 2, March 2005). The QAPP may include Field-Based Analytical Methods, if appropriate and scientifically defensible.

In advance of sample collection, the Respondents shall demonstrate to EPA's satisfaction that each laboratory it may use is qualified to conduct the proposed work. This includes use of methods and analytical protocols for the chemicals of concern in the media sampled within detection and quantification limits consistent with both QA/QC procedures and data quality objectives ("DQO") approved in the QAPP for the Site by EPA. The laboratory must have and follow an approved QA program. If a laboratory not in the Contract Laboratory Program is selected, methods consistent with CLP methods that would be used at this Site for the purposes proposed (or alternative methods approved by EPA) and QA/QC procedures approved by EPA shall be used. The Respondents shall only use laboratories which have a documented Quality Assurance Program which complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995) and "EPA Requirements for Quality Management Plans ("QA/R-2")" (EPA/240/B-01-002, March 2001) or equivalent documentation as determined by EPA.

The Respondents shall participate in a pre-QAPP meeting or conference call with EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

#### **1.2.2.5 Health and Safety Plan**

The Respondents shall prepare a Health and Safety Plan that conforms to its health and safety program and complies with the Occupational Safety and Health Administration ("OSHA") regulations and protocols outlined in 29 C.F.R. Part 1910. The Health and Safety Plan shall be prepared in accordance with EPA's *Standard Operating Safety Guide* (PUB 9285.1-03, PB 92-963414, June 1992). The Health and Safety Plan shall include the 11 elements described in the

RI/FS Guidance such as a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and Site control. EPA does not “approve” the Respondents’ Health and Safety Plan, but rather EPA reviews it to ensure that all the necessary elements are included, and that the plan provides for the protection of human health and the environment, and after that review provides comments as may be necessary and appropriate.

## **TASK 2: COMMUNITY INVOLVEMENT SUPPORT**

EPA has the responsibility of developing and implementing community involvement activities for the Site. The critical community involvement planning steps performed by EPA include conducting community interviews and developing a Community Involvement Plan. Although implementing the Community Involvement Plan is the responsibility of EPA, the Respondents, if directed by EPA, shall assist by providing information regarding the Site’s history; participating in public meetings; assisting in preparing fact sheets for distribution to the general public; or conducting other activities approved by EPA. All community involvement activities conducted by the Respondents shall be planned and developed in coordination with EPA.

## **TASK 3: SITE CHARACTERIZATION**

### **3.1 Investigate and Define Site Physical and Biological Characteristics**

The Respondents shall implement the Work Plan and FSP and collect data on the physical and biological characteristics of the Site and its surrounding areas including the physical physiography, geology, and hydrology, and specific physical characteristics. This information will be ascertained through a combination of physical measurements, observations, and sampling efforts and will be utilized to define potential transport pathways and human and ecological receptor populations. In defining the Site’s physical characteristics, the Respondents will also obtain sufficient engineering data (such as pumping characteristics) for the projection of contaminant fate and transport, and development and screening of remedial action alternatives, including information to assess treatment technologies.

The Respondents shall provide the RPM or the entity designated by the RPM with a hardcopy and an electronic copy of analytical laboratory data summaries within the monthly progress reports and an electronic copy (according to EPA Region 5 format specifications) of complete laboratory data packages no later than 45 days after laboratory analysis results are received. In addition, the monthly progress reports will summarize field activities completed during that reporting period (including drilling locations, depths, and field notes if requested by the RPM), problems encountered, solutions to problems, and upcoming field activities.

### **3.2 Define Sources of Contamination**

The Respondents shall locate sources of groundwater contamination. For each source, Respondents shall determine the areal extent and depth of contamination by sampling, as necessary to supplement existing data. Respondents shall determine the physical characteristics and chemical constituents and their concentrations for all known and discovered sources of contamination. The Respondents shall conduct sufficient sampling to define the contaminant

sources consistent with DQOs. Defining the source of contamination will include analyzing the potential for contaminant release (*e.g.*, long term leaching from soil), contaminant mobility and persistence, and characteristics important for evaluating remedial actions, including information to assess treatment technologies.

### **3.3 Describe the Nature and Extent/Fate and Transport of Contamination**

The Respondents shall gather information to describe the nature and extent of contamination as a final step during the field investigation. To describe the nature and extent of contamination, the Respondents will utilize the information on site physical and biological characteristics and sources of contamination to give a preliminary estimate of the contaminants that may have migrated. The Respondents will then implement an iterative monitoring program and any study program identified in the work plan or sampling plan such that by using analytical techniques sufficient to detect and quantify the concentration of contaminants, the migration of contaminants through the various media at the Site can be determined. In addition, the Respondents shall gather data for calculations of contaminant fate and transport. This process is continued until the area and depth of contamination are known to the level of contamination established in the QAPP and DQOs.

#### **3.3.1 Evaluate Site Characteristics**

The Respondents shall analyze and evaluate the data to describe: (1) site physical and biological characteristics as related to groundwater; (2) groundwater contaminant source characteristics; (3) nature and extent of contamination in groundwater entering the Site, at the Site, and emanating from the Site; and (4) contaminant fate and transport in groundwater. Results of the site physical characteristics, source characteristics, and extent of contamination analyses are utilized in the analysis of contaminant fate and transport. The Respondents shall evaluate the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as mobility and persistence of contaminants. Where modeling is appropriate, such models shall be identified to EPA in a technical memorandum prior to their use. All data and programming shall be made available to EPA together with a sensitivity analysis. The RI data shall be presented electronically according to EPA Region 5 format requirements. Analysis of data collected for site characterization will meet the DQOs developed in the QAPP and stated in the FSP (or revised during the RI).

#### **3.3.2 Baseline Human Health Risk Assessment**

As an attachment to the RI Report, the Respondents shall submit a Baseline Human Health Risk Assessment Report to EPA, with a copy to the IEPA, for review and approval by EPA. The Respondents shall conduct the baseline risk assessment to determine whether Site contaminants in groundwater at and from the Site pose a current or potential risk to human health in the absence of any groundwater remedial action under Operable Unit Two. The major components of the Baseline Risk Assessment include data evaluation, hazard identification, identification of constituents of concern ("COCs"), exposure assessment, toxicity assessment, and risk characterization.

Respondents shall conduct a baseline human health risk assessment that focuses on actual and potential risks to persons coming into contact with Site-related hazardous substances, pollutants or contaminants in groundwater, as well as risks to the nearby residential, recreational and industrial worker populations from exposure to hazardous substances, pollutants or contaminants in groundwater, soils, sediments, surface water, air, and ingestion of contaminated organisms in nearby, impacted ecosystems. The human health risk assessment shall define central tendency and reasonable maximum estimates of exposure for current land use conditions and reasonable future land use conditions. The human health risk assessment shall use data from the Site and nearby areas to identify the COCs, provide an estimate of how and to what extent human receptors might be exposed to these COCs, and provide an assessment of the health effects associated with these COCs. The human health risk assessment shall project the potential risk of health problems occurring if no groundwater remedial action is taken at the Site and/or nearby areas, and establish target action levels for COCs (carcinogenic and non-carcinogenic).

Respondents shall conduct the human health risk assessment in accordance with EPA guidance including, at a minimum: "Risk Assessment Guidance for Superfund ("RAGS"), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01A; December 1, 1989; and "Risk Assessment Guidance for Superfund ("RAGS"), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," Interim, (EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998 or subsequently issued guidance.

Respondents shall also conduct the human health risk assessment in accordance with the following additional guidance found in the following EPA OSWER directives, as applicable:

- 1) "Implementation of the Risk Assessment Guidance for Superfund ("RAGS") Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim)," OSWER Directive 9285.7-01D-1; December 17, 1997,
- 2) "Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9355.4-12; July 14, 1994,
- 3) "Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at [www.epa.gov/superfund/programs/lead/prods.htm](http://www.epa.gov/superfund/programs/lead/prods.htm),
- 4) Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Version 0.99D, NTIS PB94-501517, 1994 or "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Windows© version, 2001,
- 5) "Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals)," Interim, OSWER Directive 9285.7-01B; December, 1991,

- 6) "Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors," OSWER Directive 9285.6-03; March 25, 1991, and
- 7) "Exposure Factors Handbook," Volumes I, II, and III; August 1997 (EPA/600/P-95/002Fa,b,c).

Respondents shall also comply with the guidance on assessing human health risk associated with adult exposures to lead in soil as found in the following document: "Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil," December, 1996. This document may be downloaded from the Internet at the following address: [www.epa.gov/superfund/programs/lead/prods.htm](http://www.epa.gov/superfund/programs/lead/prods.htm).

Respondents shall also comply with the "Superfund Lead-Contaminated Residential Sites Handbook," December 2002 by the EPA Lead Sites Workgroup.

Additional applicable or relevant guidance may be used only if approved by EPA.

Respondents shall prepare the Human Health Risk Assessment Report according to the guidelines outlined below:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the site and identify the major contaminants of concern.
- Dose-Response Assessment. The Respondents shall select COCs based on their intrinsic toxicological properties.
- Conceptual Exposure/Pathway Analysis. The Respondents shall identify and analyze critical exposure pathways. The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Characterization of Site and Potential Receptors. The Respondents shall identify and characterize human populations in the exposure pathways.
- Exposure Assessment. The exposure assessment will identify the magnitude of actual or potential human exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at the site.

- Risk Characterization. During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the site are affecting or could potentially affect human health.
- Identification of Limitations/Uncertainties. The Respondents shall identify critical assumptions (*e.g.*, background concentrations and conditions) and uncertainties in the report.
- Site Conceptual Model. Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a conceptual model of the Site.

### **3.3.2 Baseline Ecological Risk Assessment**

As an attachment to the RI Report, the Respondents shall submit a Baseline Ecological Risk Assessment Report to EPA, with a copy to IEPA, for review and approval by EPA. In the Baseline Ecological Risk Assessment Report, the Respondents shall evaluate and assess potential risks posed to ecological receptors by COCs in or transported by groundwater. Respondents shall prepare the Ecological Risk Assessment Report in accordance with EPA guidance including, at a minimum: "Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments, (EPA-540-R-97-006, June 1997), OSWER Directive 9285.7-25 and shall follow the step-wise process defined by this guidance:

- Step 1: Screening-Level Problem Formulation and Ecological and Effects
- Step 2: Screening-Level Exposure Estimate and Risk Calculation
- Step 3: Baseline Risk Assessment Problem Formulation
- Step 4: Study Design and Data Quality Objective Process
- Step 5: Field Verification of Sampling Design
- Step 6: Site Investigation and Analysis Phase
- Step 7: Risk Characterization

Step 8 of the process, Risk Management, will be addressed by EPA as needed in developing a Proposed Plan and Record of Decision for Operable Unit Two.

In completing the needed steps in this ecological risk assessment process, the Respondents will complete the following, as required:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the site and identify the major contaminants of concern.
- Dose-Response Assessment. The Respondents will identify contaminants of concern.
- Conceptual Exposure/Pathway Analysis. Critical exposure pathways (e.g., surface water) shall be identified and analyzed. The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Characterization of Site and Potential Receptors. The Respondents shall identify and characterize environmental exposure pathways.
- Selection of Chemicals, Indicator Species, and End Points. In preparing the assessment, the Respondents will select representative chemicals, indicator species (species that are especially sensitive to environmental contaminants), and end points on which to concentrate.
- Exposure Assessment. In the exposure assessment, the Respondents must identify the magnitude of actual or potential environmental exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at the Site.
- Toxicity Assessment/Ecological Effects Assessment. The toxicity and ecological effects assessment will address the types of adverse environmental effects associated with chemical exposures, the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity.
- Risk Characterization. During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the Site are affecting or could potentially affect the environment.

- Identification of Limitations/Uncertainties. The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.
- Site Conceptual Model. Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall develop a conceptual model of the Site.

#### **TASK 4: REMEDIAL INVESTIGATION (RI) REPORT**

Within 120 days following receipt of analytical data following completion of the last field sampling event under the Final RI/FS Planning Documents (Task 1) (unless otherwise approved by EPA in the Final RI/FS Planning Documents), the Respondents shall submit to EPA, with a copy to IEPA, for review and approval by EPA, an RI Report addressing all of the Site. The RI Report shall be consistent with the Settlement Agreement, the RI/FS Work Plan, and this SOW. The RI Report shall accurately establish the Site groundwater characteristics such as media contaminated, extent of contamination, and the physical boundaries of the contamination. Pursuant to this objective, the Respondents shall obtain only the essential amount of detailed data necessary to determine the key contaminant(s) movement and extent of contamination. The key contaminant(s) must be selected based on persistence and mobility in groundwater and the degree of hazard. The key contaminant(s) identified in the RI shall be evaluated for receptor exposure and an estimate of the key contaminant level reaching human or environmental receptors must be made. The Respondents shall use existing standards and guidelines such as water-quality criteria and other criteria accepted by the EPA as appropriate for the situation may be used to evaluate effects on human receptors that may be exposed to the key contaminant(s) above appropriate standards or guidelines.

The Respondents shall submit an RI Report to EPA for review and approval pursuant to Section 2, which includes the following, as appropriate:

- Executive Summary
- Site Background. The Respondents shall assemble and review available facts about the regional conditions and conditions specific to the Site under investigation.
- Investigation
  - Site Reconnaissance
  - Field Investigation & Technical Approach
  - Chemical Analysis & Analytical Methods
  - Field Methodologies
  - Biological
  - Surface Water
  - Sediment

- Soil Boring
- Soil Sampling
- Monitoring Well Installation
- Groundwater Sampling
- Hydrogeological Assessment
- Air Sampling
- Waste Investigation
  
- Site Characteristics
  - Geology
  - Hydrogeology
  - Meteorology
  - Demographics and Land Use
  - Ecological Assessment
  
- Nature and Extent of Contamination
  - Contaminant Sources
  - Contaminant Distribution and Trends
  
- Fate and Transport
  - Contaminant Characteristics
  - Transport Processes
  - Contaminant Migration Trends
  
- Human Risk Assessment
  - Hazard Identification (sources)
  - Dose-Response Assessment
  - Prepare Conceptual Exposure/Pathway Analysis
  - Characterization of Site and Potential Receptors
  - Exposure Assessment
  - Risk Characterization
  - Identification of Limitations/Uncertainties
  - Site Conceptual Model
  
- Ecological Risk Assessment
  - Screening-Level Problem Formulation and Ecological and Effects
  - Screening-Level Exposure Estimate and Risk Calculation
  - Baseline Risk Assessment Problem Formulation (if needed)
  - Study Design and Data Quality Objective Process (if needed)
  - Field Verification of Sampling Design (if needed)
  - Site Investigation and Analysis Phase (if needed)

- Risk Characterization (if needed)
- Summary and Conclusions

## **TASK 5: TREATABILITY STUDIES**

If EPA or the Respondents determine that treatability testing is necessary to evaluate the effectiveness or implementability of a remedial technology in the FS, the Respondents shall conduct treatability studies as described in this Task 5 of this SOW. In addition, if applicable, the Respondents shall use the testing results and operating conditions to evaluate a specific remedial approach or technology provided for in the FS. The Respondents shall perform the following activities.

### **5.1 Determine Candidate Technologies and the Need for Testing**

The Respondents shall submit a Candidate Technologies and Testing Needs Technical Memorandum, to EPA with a copy to IEPA for review and approval by EPA, which identifies candidate technologies for a treatability studies program no later than at the time of submittal of the draft RI Report. The list of candidate technologies shall cover the range of technologies required for alternatives analysis. The Respondents shall determine and refine the specific data requirements for the testing program during Site characterization and the development and screening of remedial alternatives.

#### **5.1.1 Conduct Literature Survey and Determine the Need for Treatability Testing**

Within the Candidate Technologies and Testing Needs Technical Memorandum, the Respondents shall conduct a literature survey to gather information on the performance, relative costs, applicability, removal efficiencies, operation and maintenance (“O&M”) requirements, and implementability of candidate technologies. Respondents shall conduct treatability studies except where Respondents can demonstrate to EPA’s satisfaction that they are not needed.

### **5.2 Treatability Testing and Deliverables**

#### **5.2.1 Treatability Testing Work Plan and Sampling and Analysis Plan (SAP)**

If EPA determines that treatability testing is necessary, EPA will decide on the type of treatability testing to use (*e.g.*, bench versus pilot). Within 30 days of a request of EPA, the Respondents shall submit a Treatability Testing Work Plan and a SAP, or amendments to the original RI/FS Work Plan, FSP, and QAPP to EPA with a copy to IEPA for review and approval by EPA, that describes the Site background, the remedial technology(ies) to be tested, test objectives, experimental procedures, treatability conditions to be tested, measurements of performance, analytical methods, data management and analysis, health and safety, and residual waste management. The Respondents shall document the DQOs for treatability testing as well. If pilot scale treatability testing is to be performed, the Treatability Study Work Plan shall describe pilot plant installation and start-up, pilot plant operation and maintenance procedures, operating

conditions to be tested, a sampling plan to determine pilot plant performance, and a detailed health and safety plan. If testing is to be performed off-Site, the plans shall address all permitting requirements. FSP and QAPP requirements are outlined in Task 1.2.2.3 and 1.2.2.4 of this SOW.

### **5.2.2 Treatability Study Health and Safety Plan**

If the original Health and Safety Plan is not adequate for defining the activities to be performed during the treatability tests, the Respondents shall submit a separate or amended Health and Safety Plan. Task 1.2.2.5 of this SOW provides additional information on the requirements of the Health and Safety Plan. EPA and IEPA review, but do not “approve,” the Treatability Study Health and Safety Plan.

### **5.2.3 Treatability Study Evaluation Report**

Following the completion of the treatability testing, the Respondents shall analyze and interpret the testing results in a technical report to EPA and IEPA. Respondents shall submit the treatability study report according to the schedule in the Treatability Study Work Plan. This report may be a part of the Site Characterization Technical Memorandum, the RI Report or submitted as a separate deliverable. The Treatability Study Evaluation Report shall evaluate each technology's effectiveness, implementability, and cost, and actual results as compared with predicted results. The report shall also evaluate full scale application of the technology, including a sensitivity analysis identifying the key parameters affecting full-scale operation.

## **TASK 6: DEVELOPMENT AND SCREENING OF ALTERNATIVES**

The Respondents shall develop and screen an appropriate range of remedial alternatives for Operable Unit Two. This range of alternatives shall include, as appropriate, options in which treatment is used to reduce the toxicity, mobility, or volume of COCs in groundwater, but which vary in the types of treatment, the amount treated, and the manner in which long-term residuals are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. The Respondents shall perform the following activities as a function of the development and screening of remedial alternatives.

### **6.1 Alternatives Development and Screening Deliverables**

Unless EPA and the Respondents agree that the required information can be provided in the draft FS Report, the Respondents shall prepare and submit three technical memoranda for this task: a Remedial Action Objectives Technical Memorandum, an Alternative Screening Technical Memorandum, and a Comparative Analysis of Alternatives Memorandum.

#### **6.1.1 Remedial Action Objectives Technical Memorandum**

The Respondents shall submit a Remedial Action Objectives Technical Memorandum to EPA with a copy to IEPA for review and approval by EPA. The Respondents shall submit the Remedial Action Objectives Technical Memorandum at the same time as the Draft RI Report. Based on the baseline human health and ecological risk assessments, the Respondents shall

document the Site-specific remedial action objectives for groundwater in a Remedial Action Objectives Technical Memorandum. The remedial action objectives shall specify the contaminants and media of concern, potential exposure pathways and receptors; and contaminant levels or range of levels (at particular locations for each exposure route) that are protective of human health and the environment. Remedial action objectives shall be developed by considering the factors set forth in 40 C.F.R. § 300.430(e)(2)(i). The Respondents shall incorporate EPA's comments on the Remedial Action Objectives Technical Memorandum in the Alternatives Screening Technical Memorandum.

### **6.1.2 Alternatives Screening Technical Memorandum**

The Respondents shall submit an Alternatives Screening Technical Memorandum to EPA with a copy to IEPA for review and approval by EPA. The Alternatives Screening Technical Memorandum shall summarize the work performed and the results of each of the above tasks, and shall include an alternatives array summary. If required by EPA, the Respondents shall modify the alternatives array to assure that the array identifies a complete and appropriate range of viable alternatives to be considered in the detailed analysis. The Alternatives Screening Technical Memorandum shall document the methods, rationale, and results of the alternatives screening process. The Respondents shall incorporate EPA's comments on the Alternatives Screening Technical Memorandum in the Comparative Analysis of Alternatives Technical Memorandum. The Respondents shall submit the Alternatives Screening Technical Memorandum within 30 days after receipt of EPA's comments on the Remedial Action Objectives Technical Memorandum.

#### **6.1.2.1 Develop General Response Actions**

In the Alternatives Screening Technical Memorandum, the Respondents shall develop general response actions for each medium of interest, including containment, treatment, excavation, pumping, or other actions, singly or in combination, to satisfy the EPA-approved remedial action objectives.

#### **6.1.2.2 Identify Areas or Volumes of Media**

In the Alternatives Screening Technical Memorandum, the Respondents shall identify areas or volumes of media to which the general response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The Respondents shall also take into account the chemical and physical characterization of the Site.

#### **6.1.2.3 Identify, Screen, and Document Remedial Technologies**

In the Alternatives Screening Technical Memorandum, the Respondents shall identify and evaluate technologies applicable to each general response action to eliminate those that cannot be implemented at the Site. The Respondents shall refine applicable general response actions to specify remedial technology types. The Respondents shall identify technology process options for each of the technology types concurrently with the identification of such technology types or following the screening of considered technology types. The Respondents shall evaluate process options on the basis of effectiveness, implementability, and cost factors to select and retain one or,

if necessary, more representative processes for each technology type. The Respondents shall summarize and include the technology types and process options in the Alternatives Screening Technical Memorandum. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over containment or land disposal approaches.

In the Alternatives Screening Technical Memorandum, Respondents shall provide a preliminary list of alternatives to address each medium of interest including contaminated groundwater at the Site that shall consist of, but is not limited to, treatment technologies, removal and off-site treatment/disposal, removal and on-site disposal, and in-place containment for soils, sediments, and wastes. See 40 C.F.R. § 300.430(e)(1)-(7). The Respondents shall specify the reasons for eliminating any alternatives.

#### **6.1.2.4 Assemble and Document Alternatives**

The Respondents shall assemble the selected representative technologies into alternatives for Operable Unit 2. Together, all of the alternatives shall represent a range of treatment and containment combinations that shall address this operable unit. The Respondents shall prepare a summary of the assembled alternatives and their related ARARs for the Alternatives Screening Technical Memorandum. The Respondents shall specify the reasons for eliminating alternatives during the preliminary screening process.

#### **6.1.2.5 Refine Alternatives**

The Respondents shall refine the remedial alternatives to identify the volumes of contaminated media addressed by the proposed processes and size critical unit operations as necessary. The Respondents shall collect sufficient information for an adequate comparison of alternatives. The Respondents shall also modify the remedial action objectives for each chemical in each medium as necessary to incorporate any new human health and ecological risk assessment information presented in the Respondents' baseline human health and ecological risk assessment reports. Additionally, the Respondents shall update ARARs as the remedial alternatives are refined.

#### **6.1.3 Conduct and Document Screening Evaluation of Each Alternative**

The Respondents may perform a final screening process based on short and long-term aspects of effectiveness, implementability, and relative cost. Generally, this screening process is only necessary when there are many feasible alternatives available for a detailed analysis. If necessary, the Respondents shall conduct the screening of alternatives to assure that only the alternatives with the most favorable composite evaluation of all factors are retained for further analysis. As appropriate, the screening shall preserve the range of treatment and containment alternatives that was initially developed. The range of remaining alternatives shall include options that use treatment technologies and permanent solutions to the maximum extent practicable. The Respondents shall prepare an Alternatives Screening Technical Memorandum that summarizes the results and reasoning employed in screening; arrays the alternatives that remain after screening; and identifies the action-specific ARARs for the alternatives that remain after screening.

## **TASK 7: DETAILED ANALYSIS OF ALTERNATIVES (FS REPORT)**

The Respondents shall conduct and present a detailed analysis of remedial alternatives to provide EPA with the information needed to select a Site remedy.

### **7.1 Detailed Analysis of Alternatives**

The Respondents shall conduct a detailed analysis of the remedial alternatives for the Site. The detailed analysis shall include an analysis of each remedial option against each of the nine evaluation criteria set forth in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis of all options using the same nine criteria as a basis for comparison.

#### **7.1.1 Apply Nine Criteria and Document Analysis**

The Respondents shall apply the nine evaluation criteria to the assembled remedial alternatives to ensure that the selected remedial alternative will protect human health and the environment and meet remedial action objectives; will comply with, or include a waiver of, ARARs; will be cost-effective; will utilize permanent solutions and alternative treatment technologies, or resource recovery technologies, to the maximum extent practicable; and will address the statutory preference for treatment as a principal element. The evaluation criteria include: (1) overall protection of human health and the environment and how the alternative meets each of the remedial action objectives; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume; (5) short-term effectiveness; (6) implementability; (7) cost; (8) state (or support agency) acceptance; and (9) community acceptance. (Note: criteria 8 and 9 are considered after the RI/FS report has been released to the general public.) For each alternative, the Respondents shall provide: (1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and (2) a discussion of the individual criterion assessment. If the Respondents do not have direct input on criteria (8) state (or support agency) acceptance and (9) community acceptance, EPA will address these criteria.

#### **7.1.2 Compare Alternatives Against Each Other and Document the Comparison of Alternatives**

The Respondents shall perform a comparative analysis between the remedial alternatives. That is, the Respondents shall compare each alternative against the other alternatives using the evaluation criteria as a basis of comparison. EPA will identify and select the preferred alternative. The Respondents shall prepare a Comparative Analysis of Alternatives Technical Memorandum to summarize the results of the comparative analysis and fully and satisfactorily addresses and incorporates EPA's comments on the Alternatives Screening Technical Memorandum. The Respondents shall incorporate EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum in the draft FS Report. The Respondents shall submit the Comparative Analysis of Alternatives Memorandum within 30 days after receipt of EPA's comments on the Alternatives Screening Technical Memorandum.

### **7.1.3 Alternatives Analysis for Institutional Controls**

For any Alternatives that rely on Institutional Controls, the Respondents shall include in the Alternatives Screening Technical Memorandum, Comparative Analysis of Alternative Technical Memorandum and Feasibility Study an evaluation of the following: 1) *Overall Protection of Human Health and the Environment* including what specific institutional control components will ensure that the alternative will remain protective and how these specific controls will meet remedial action objectives; 2) *Compliance with ARARs*; 3) *Long Term Effectiveness* including the adequacy and reliability of institutional controls and how long the institutional control must remain in place; 4) *Short Term Effectiveness* including the amount of time it will take to impose the Institutional Control; 5) *Implementability* including research and documentation that the proper entities (*e.g.*, potentially responsible parties, state, local government entities, local landowners conservation organizations) are willing to enter into any necessary agreement or restrictive covenant with the proper entities and/or that laws governing the restriction exist or allow implementation of the institutional control; 6) *Cost* including the cost to implement, maintain, monitor and enforce the institutional control; and 7) *State and Community Acceptance* of the Institutional Control.

### **7.2 Feasibility Study Report**

Within 90 days after receipt of EPA's comments on the RI Report, Baseline Human Health Risk Assessment, and Baseline Ecological Risk Assessment, the Respondents shall prepare and submit a draft FS Report to EPA, with a copy to IEPA, for its review pursuant to Section 2. The FS Report shall summarize the development and screening of the Operable Unit 2 remedial alternatives and present the detailed analysis of remedial alternatives. In addition, the FS Report shall also include the information EPA will need to prepare relevant sections of the Record of Decision (ROD) for Operable Unit 2 [see Chapters 6 and 9 of EPA's *A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents* (EPA 540-R-98-031, July 1999) for the information that is needed].

## **TASK 8: PROGRESS REPORTS**

### **8.1 Monthly Progress Reports**

The Respondents shall submit monthly written progress reports to EPA, with copies to IEPA, concerning actions undertaken pursuant to the Settlement Agreement and this SOW, beginning 30 days after the effective date of the Settlement Agreement, until the termination of the Settlement Agreement, unless otherwise directed in writing by EPA's RPM. These reports shall include, but not be limited to, a description of all significant developments during the preceding period, including the specific work that was performed and any problems that were encountered; paper and electronic copies of analytical laboratory data summaries for any analytical data reports that were received during the reporting period (the progress report will note that the data are unreviewed and invalidated and therefore considered to be preliminary); and the developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and actual or planned resolutions of past or anticipated problems. The

monthly progress reports will include a brief summary of field activities conducted that month including, but not limited to drilling and sample locations, depths and descriptions; boring logs; sample collection logs; field notes; problems encountered; solutions to problems; a description of any modifications to the procedures outlined in the RI/FS Work Plan, the FSP, QAPP or Health and Safety Plan, with justifications for the modifications; a summary of all data received during the reporting period and the analytical results; and upcoming field activities.

## **8.2     Annual Progress Reports**

The Respondents shall submit Annual Progress Reports to EPA, with a copy to IEPA. These reports shall summarize overall progress in completing the Work required by the Settlement Agreement and this SOW. The Annual Progress Reports are intended to be a concise summary of the progress of the Work at the Site. These reports will continue until the termination of the Settlement Agreement, unless otherwise directed in writing by EPA.

**EXHIBIT A**  
**SCHEDULE FOR MAJOR DELIVERABLES**

<b>DELIVERABLE</b>	<b>DUE DATE</b>
TASK 1.2.2 - RI/FS Planning Documents, including Work Plan/Field Sampling Plan, Quality Assurance Project Plan and Health and Safety Plan	Draft RI/FS Planning documents due 90 days after the effective date of the Settlement Agreement. Final RI/FS Planning Documents due 30 days after EPA notification of any deficiencies pursuant to Section 2 of the SOW and Section X of the Settlement Agreement.
Task 3 - Site Characterization Technical Communications	To be included in the monthly Progress Reports.
Task 4 - RI Report (including Baseline Human Health Risk Assessment and Ecological Risk Assessment)	Draft RI Report due 120 days following receipt of analytical data following completion of the last field sampling event under the RI/FS Work Plan and FSP. Final RI Report due 30 days after receipt of EPA's notification of any deficiencies pursuant to Section 2 of this SOW and Section X of the Settlement Agreement.
Task 5.1 - Candidate Technologies and Testing Needs Technical Memorandum	Within 60 days of request of EPA if determines to be necessary.
Task 5.2.1 - Draft and Final Treatability Testing Work Plan and SAP or Amendments to the Original RI/FS Work Plan, FSP and/or QAPP.	Draft Reports due within 60 days of request of EPA if determines to be necessary. Final Reports due 30 days after receipt of EPA's notification of any deficiencies pursuant to Section 2 of this SOW and Section X of the Settlement Agreement.
Task 5.2.2 - Draft and Final Treatability Testing Health and Safety Plan or Amendment to the Original Health and Safety Plan	Draft Treatability Health and Safety Plan due within 30 days of request of EPA if determines to be necessary. Final Treatability Health and Safety Plan due 30 days after receipt of EPA's notification of any deficiencies pursuant to Section 2 of this SOW and Section X of the Settlement Agreement.

<b>DELIVERABLE</b>	<b>DUE DATE</b>
Task 5.2.3 - Draft and Final Treatability Study Evaluation Report	Draft Treatability Study Evaluation Report with the Site Characterization Technical Memorandum, the RI Report (Task 4), or as approved by EPA in the Work Plan/Field Sampling Plan. Final Treatability Study Evaluation Report due 30 days after receipt of EPA's notification of any deficiencies pursuant to Section 2 of this SOW and Section X of the Settlement Agreement.
Task 6.1.1 - Remedial Action Objectives Technical Memorandum	With the draft RI Report (Task 4)
Task 6.1.2 - Alternatives Screening Technical Memorandum	30 days after receipt of EPA's comments on the Remedial Action Objectives Technical Memorandum.
Task 7.1.2 - Comparative Analysis of Alternatives Technical Memorandum	30 days after receipt of EPA's comments on the Alternatives Screening Technical Memorandum.
Task 7.2 - FS Report	Draft FS Report due 90 days after receipt of EPA's comments on the RI Report, Baseline Human Health Risk Assessment, and Ecological Risk Assessment or 30 days after receipt of EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum, whichever is later. Final FS Report due 30 days after receipt of EPA's notification of any deficiency on the draft FS Report pursuant to Section 2 of the SOW and Section X of the Settlement Agreement.
Task 8.1: Monthly Progress Reports	On the 15 <sup>th</sup> day of each month or the first business day after the 15 <sup>th</sup> of the month commencing 30 days after the effective date of the Settlement Agreement.
Task 8.2: Annual Progress Reports	Due one year after the effective date of the Settlement Agreement and every year thereafter until termination of Settlement

DELIVERABLE	DUE DATE
	Agreement.
Miscellaneous Documents	In accordance with the submittal date provided by the EPA RPM.

## EXHIBIT B PARTIAL LIST OF GUIDANCE

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process. The majority of these guidance documents, and additional applicable guidance documents, may be downloaded from the following websites:

<http://www.epa.gov/superfund/pubs.htm> (General Superfund)  
<http://clu.in.org> (Site Characterization, Monitoring, and Remediation)  
<http://www.epa.gov/ORD/NRMRL/Pubs> (Site Characterization and Monitoring)  
[http://www.epa.gov/quality/qa\\_docs.html#guidance](http://www.epa.gov/quality/qa_docs.html#guidance) (Quality Assurance)  
<http://www.epa.gov/superfund/programs/risk/toolthh.htm> (Risk Assessment - Human)  
<http://www.epa.gov/superfund/programs/risk/tooleco.htm> (Ecological Risk Assessment)  
<http://www.epa.gov/superfund/programs/lead> (Risk Assessment - Lead)  
<http://cfpub.epa.gov/ncea> (Risk Assessment - Exposure Factors/Other)  
<http://www.epa.gov/nepis/srch.htm> (General Publications Clearinghouse)  
<http://www.epa.gov/clariton/clhtml/pubtitle.html> (General Publications Clearinghouse)

1. The (revised) National Contingency Plan
2. *Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA*, EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9355.3-01, EPA/540/G-89/004, October 1988.
3. *Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites*, EPA, Office of Emergency and Remedial Response, EPA/540/P-91/001, February 1991.
4. *Implementing Presumptive Remedies*, EPA, Office of Emergency and Remedial Response, EPA-540-R-97-029, October 1997.
5. *Presumptive Remedy for CERCLA Municipal Landfill Sites*, EPA, OSWER Directive No. 9355.0-49FS, EPA-540-F-93-035, September 1993.
6. *Presumptive Remedies: CERCLA Landfill Caps RI/FS Data Collection Guide*, EPA, OSWER 9355.3-18FS, EPA/540/F-95/009, August 1995.
7. *Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites*, OSWER 9283.1-12, EPA-540-R-96-023, October 1996.
8. *Field Analytical and Site Characterization Technologies Summary of Applications*, EPA, EPA-542-F-97-024, November 1997.
9. *CLU-IN Hazardous Waste Clean-Up Information World Wide Web Site*, EPA, EPA-542-F-99-002, February 1999.

10. *Field Sampling and Analysis Technology Matrix and Reference Guide*, EPA, EPA-542-F-98-013, July 1998.
11. *Subsurface Characterization and Monitoring Techniques: A Desk Reference Guide, Volumes 1 and 2*, EPA, EPA/625/R-93/003, May 1993.
12. *Use of Airborne, Surface, and Borehole Geophysical Techniques at Contaminated Sites: A Reference Guide*, EPA, EPA/625/R-92/007(a,b), September 1993.
13. *Innovations in Site Characterization: Geophysical Investigation at Hazardous Waste Sites*, EPA, EPA-542-R-00-003, August 2000.
14. *Innovative Remediation and Site Characterization Technology Resources*, EPA, OSWER, EPA-542-F-01-026b, January 2001.
15. *Handbook of Suggested Practices for the Design and Installation of Ground-Water Monitoring Wells*, EPA, EPA/600/4-89/034, 1991.
16. *Ground-Water Sampling Guidelines for Superfund and RCRA Project Managers*, EPA, EPA-542-S-02-001, May 2002.
17. *Ground Water Issue: Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures*, EPA, EPA/540/S-95/504, April 1996.
18. *Superfund Ground Water Issue: Ground Water Sampling for Metals Analysis*, EPA, EPA/540/4-89/001, March 1989.
19. *Resources for Strategic Site Investigation and Monitoring*, EPA, OSWER, EPA-542-F-010030b, September 2001.
20. *Region 5 Framework for Monitored Natural Attenuation Decisions for Groundwater*, EPA Region 5, September 2000.
21. *Ground Water Issue: Suggested Operating Procedures for Aquifer Pumping Tests*, EPA, OSWER, EPA/540/S-93/503, February 1993.
22. *Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water*, EPA, EPA/600/R-98/128, September 1998.
23. *Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action and Underground Storage Tank Sites*, EPA, OSWER Directive 9200.4-17P, April 21, 1999.
24. *Ground Water Issue: Fundamentals of Ground-Water Modeling*, EPA, OSWER, EPA/540/S-92/005, April 1992.
25. *Assessment Framework for Ground-Water Model Applications*, EPA, OSWER Directive #9029.00, EPA-500-B-94-003, July 1994.

26. *Ground-Water Modeling Compendium - Second Edition: Model Fact Sheets, Descriptions, Applications and Cost Guidelines*, EPA, EPA-500-B-94-004, July 1994.
27. *A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents*, EPA, Office of Solid Waste and Emergency Response, OSWER Directive No. 9200.1-23P, EPA 540-R-98-031, July 1999.
28. *Region 5 Instructions on the Preparation of A Superfund Division Quality Assurance Project Plan Based on EPA QA/R-5, Revision 0*, EPA Region 5, June 2000.
29. *Guidance for the Data Quality Objectives Process (QA-G-4)*, EPA, EPA/600/R-96/055, August 2000.
30. *Guidance for the Data Quality Objectives Process for Hazardous Waste Sites (QA/G-4HW)*, EPA, EPA/600/R-00/007, January 2000.
31. *Guidance for the Preparation of Standard Operating Procedures (QA-G-6)*, EPA, EPA/240/B-01/004, March 2001.
32. *EPA Requirements for Quality Management Plans (QA/R-2)*, EPA, EPA/240/B-01/002, March 2001.
33. *Implementation of the Uniform Federal Policy for Quality Assurance Project Plans (UFPQAPP)*, EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9272.0-17, June 2005. *Users Guide to the EPA Contract Laboratory Program*, EPA, Sample Management Office, OSWER Directive No. 9240.0-01D, January 1991.
34. *Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities*, EPA, EPA/600/R-93/182, 1993.
35. *Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part A)*, EPA, EPA/540/1-89/002, December 1989.
36. *Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part B, Development of Risk-Based Preliminary Remediation Goals)*, EPA, EPA/540/R-92/003, OSWER Publication 9285.7-01B, December 1991.
37. *Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part C - Risk Evaluation of Remedial Alternatives)*, EPA, Office of Emergency and Remedial Response, Publication 9285.7-01C, October, 1991.
38. *Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part D - Standardized Planning, Reporting, and Review of Superfund Risk Assessments)*, EPA, Office of Emergency and Remedial Response, Publication 9285.7-47, December 2001.

39. *Risk Assessment Guidance for Superfund: Volume III - Part A, Process for Conducting Probabilistic Risk Assessment*, EPA, OSWER Publication 9285.7-45, EPA-540-R-02-002, December 2001.
40. *Policy for Use of Probabilistic in Risk Assessment at the U.S. Environmental Protection Agency*, EPA, Office of Research and Development, 1997.
41. *Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors*, EPA, OSWER Directive 9285.6-03, March 25, 1991.
42. *Exposure Factors Handbook*, Volumes I, II, and III, EPA, EPA/600/P-95/002Fa,b,c, August 1997.
43. *Supplemental Guidance to RAGS: Calculating the Concentration Term*, EPA, OSWER Publication 9285.7-08I, May 1992.
44. *Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities*, EPA, OSWER Directive 9355.4-12, EPA/540/F-94/043, July 14, 1994.
45. *Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities*, EPA, OSWER Directive 9200.4-27, EPA/540/F-98/030, August 1998.
46. *Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children*, EPA, OSWER Publication 9285.7-15-1, February 1994; and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at [www.epa.gov/superfund/programs/lead/prods.htm](http://www.epa.gov/superfund/programs/lead/prods.htm),
47. *Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children*, Version 0.99D, NTIS PB94-501517, 1994 or *Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children*, Windows© version, 2001,
48. *Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions*, EPA, OSWER Directive 9355.0-30, April 22, 1991.
49. *Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs)*, OSWER Directive No. 9835.15, August 28, 1990.
50. *Supplemental Guidance on Performing Risk Assessments in Remedial Investigation Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs)*, OSWER Directive No. 9835.15(a), July 2, 1991.
51. *Role of Background in the CERCLA Cleanup Program*, EPA, OSWER 9285.6-07P, April 26, 2002.

52. *Soil Screening Guidance: User's Guide*, EPA, OSWER Publication 9355.4-23, July 1996.
53. *Soil Screening Guidance: Technical Background Document*, EPA, EPA/540/R95/128, May 1996.
54. *Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites* (Peer Review Draft), EPA, OSWER Publication 9355.4-24, March 2001.
55. *Ecological Risk Assessment Guidance for Superfund: Process for Designing & Conducting Ecological Risk Assessments*, EPA, OSWER Directive 9285.7-25, EPA-540-R-97-006, February 1997.
56. *Guidelines for Ecological Risk Assessment*, EPA, EPA/630/R-95/002F, April 1998.
57. *The Role of Screening-Level Risk Assessments and Refining Contaminants of Concern in Baseline Ecological Risk Assessments*, EPA, OSWER Publication 9345.0-14, EPA/540/F-01/014, June 2001.
58. *Ecotox Thresholds*, EPA, OSWER Publication 9345.0-12FSI, EPA/540/F-95/038, January 1996.
59. *Issuance of Final Guidance: Ecological Risk Assessment and Risk Management Principles for Superfund Sites*, EPA, OSWER Directive 9285.7-28P, October 7, 1999.
60. *Guidance for Data Usability in Risk Assessment (Quick Reference Fact Sheet)*, OSWER 9285.7-05FS, September, 1990.
61. *Guidance for Data Usability in Risk Assessment (Part A)*, EPA, Office of Emergency and Remedial Response, Publication 9285.7-09A, April 1992.
62. *Guide for Conducting Treatability Studies Under CERCLA*, EPA, EPA/540/R-92/071a, October 1992.
63. *CERCLA Compliance with Other Laws Manual, Two Volumes*, EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9234.1-01 and -02, EPA/540/G-89/009, August 1988.
64. *Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites*, EPA, Office of Emergency and Remedial Response, (Interim Final), OSWER Directive No. 9283.1-2, EPA/540/G-88/003, December 1988.
65. *Considerations in Ground-Water Remediation at Superfund Sites and RCRA Facilities - Update*, EPA, OSWER Directive 9283.1-06, May 27, 1992.
66. *Methods for Monitoring Pump-and-Treat Performance*, EPA, EPA/600/R-94/123, June 1994.

67. *Pump-and-Treat Ground-Water Remediation A Guide for Decision Makers and Practitioners*, EPA, EPA/625/R-95/005, July 1996.
68. *Ground-Water Treatment Technology Resource Guide*, EPA, OSWER, EPA-542-B-94/009, September 1994.
69. *Land Use in the CERCLA Remedy Selection Process*, EPA, OSWER Directive No. 9355.7-04, May 25, 1995.
70. *Reuse Assessments: A Tool To Implement The Superfund Land Use Directive*, EPA, OSWER 9355.7-06P, June 4, 2001.
71. *Reuse of CERCLA Landfill and Containment Sites*, EPA, OSWER 9375.3-05P, EPA-540-F-99-015, September 1999.
72. *Reusing Superfund Sites: Commercial Use Where Waste is Left on Site*, EPA, OSWER 9230.0-100, February 2002.
73. *Covers for Uncontrolled Hazardous Waste Sites*, EPA, EPA/540/2-85/002, 1985.
74. *Technical Guidance Document: Final Covers on Hazardous Waste Landfills and Surface Impoundments*, EPA, OSWER, EPA/530-SW-89-047, July 1989.
75. *Engineering Bulletin: Landfill Covers*, EPA, EPA/540/S-93/500, 1993.
76. *Principles for Managing Contaminated Sediment Risks at Hazardous Waste Sites*, EPA OSWER Directive 9285.6-08, February 12, 2002.
77. *Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups*, EPA, OSWER 9355.0-74FS-P, EPA/540-F-00-005, September 29, 2000.
78. *Health and Safety Requirements of Employees Employed in Field Activities*, EPA, Office of Emergency and Remedial Response, EPA Order No. 1440.2, July 12, 1981.
79. *OSHA Regulations in 29 CFR 1910.120*, Federal Register 45654, December 19, 1986.
80. *Standard Operating Safety Guides*, PB92-963414, June 1992.
81. *Community involvement in Superfund: A Handbook*, EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0#3B June 1988; and OSWER Directive No. 9230.0-3C, January 1992.

## Appendix B

## **APPENDIX B**

### **List of Respondents**

AAR Corporation and AAR Manufacturing, Inc.  
AbbVie Inc. (as successor-in-interest to Abbott Laboratories)  
Akzo Nobel Coatings, Inc.  
Allied Tube & Conduit Corporation  
Amcor Pharmaceutical Packaging USA, Inc. on behalf of AMCOR White Cap, Inc.  
American Coil Spring Company  
American Seating Company  
AMETEK, Inc.  
A.O. Smith Corporation  
ARAMARK Uniform & Career Apparel, LLC (formerly ARAMARK Uniform & Career Apparel, Inc.)  
Arkema Inc. (by its agent, Legacy Site Services LLC)  
Ashland Inc.  
Avery Dennison Corporation  
Avon Products Inc.  
BASF Corporation  
Baxter Healthcare Corporation  
Beaver Oil  
Bechtel Power Corporation  
Becker Specialty Corporation (on its own behalf and on behalf of Specialty Coatings Company, Inc.)  
Bemis Company, Inc./Mackay Engraving Company  
Benjamin Moore & Co.  
BFI Waste Systems of North America, LLC (f/k/a BFI Waste Systems of North America, Inc., on behalf of itself and Able Disposal, Top Disposal Service and National Scavenger Service)  
BP Amoco Chemical Company  
Brenntag Great Lakes LLC  
Bretford Manufacturing, Inc.  
Briggs & Stratton Corporation  
Brunswick Corporation  
CAI Barrington, Inc. (f/k/a Recon/Optical, Inc.)  
Caterpillar Inc.  
CG Liquidation, Inc. (f/k/a The Crown Group, Inc.)  
Chemed Corporation/Roto-Rooter, Inc.  
Chevron Environmental Management Company, for itself and as Attorney-in-Fact for Texaco Inc. and Kewanee Industries, Inc.  
Chicago Bridge & Iron  
Clear Pack Company f/k/a Profit Building Services, Inc.  
CNA Holdings LLC  
Colgate-Palmolive Company  
Colwell Industries, Inc.

**APPENDIX B**  
**List of Respondents**

Consumers Energy Company  
Cooper Power Systems, LLC  
Cooper Tire & Rubber Company on behalf of The Standard Products Company  
Crown Beverage Packaging, LLC on behalf of Crown Cork & Seal Co., Inc. and  
Continental Can Company  
Culligan International Company  
Cyclone Transport, Inc.  
Cytec Industries Inc.  
Daubert Industries, Inc.  
Deublin Company  
The Dow Chemical Company  
East Jordan Iron Works, Inc.  
E.I. du Pont de Nemours and Company  
Emerson Electric Co.  
Ethicon, Inc.  
Ethyl Corporation  
Evans Tempcon, Inc.  
Exxon Mobil Corporation  
Fleetwood Group, Inc.  
Flint Group Incorporated (f/k/a Flint Ink Corporation)  
Ford Motor Company  
GenCorp Inc.  
Genlyte Thomas Group  
Georgia-Pacific LLC  
Giddings & Lewis Machine Tools, LLC, as successor to Kearney and Trecker  
Grantex Seller Group  
Great Lakes Terminal & Transport Corporation  
Groot Industries, Inc. for itself and its subsidiaries Waste Watchers, Inc. and C. Groot  
Automatic Disposal Company  
Haworth, Inc.  
Henkel Corporation, on behalf of the former Adhesive & Electronic Materials Businesses  
conducted by National Starch & Chemical Company  
Henkel Corporation, on behalf of Sovereign Packaging Group, Inc., f/k/a Pierce &  
Stevens Corp.  
Heritage Environmental Services, LLC  
Herman Miller, Inc.  
Hitachi Metals America Ltd. (Hitachi Magnetics Corporation)  
Hollister Incorporated  
Hospital Corporation of America on behalf of Suburban Medical Center  
Humphrey Products Company  
Illinois Tool Works Inc.  
Interface, Inc. (for Interface Architectural Resources, Inc.)  
International Paper Company on behalf of Afco Industries, Inc.  
Interurban Transit Partnership (f/k/a Grand Rapids Area Transit Authority)  
INX International Ink Co.  
ITT Corporation

**APPENDIX B**  
**List of Respondents**

IXYS Integrated Circuits Division Inc. (f/k/a Clare, Inc.)  
Jackson's Industrial Manufacturing  
John Crane Inc.  
Keeler Brass Company (n/k/a FKI Hardware Inc.)  
Kelsey-Hayes Company  
Kinder Morgan, GP, Inc. (formerly known as Hydrocarbon Transportation, Inc.)  
Kohler Co.  
Kraft Foods Group, Inc. (f/k/a Kraft Foods Global, Inc.)  
Kraftube Inc.  
Lansing Community College  
Lorin Industries  
Mallinckrodt US Holdings LLC, a Delaware limited liability company, by and on behalf of itself as successor in interest to, Mallinckrodt US LLC, Mallinckrodt Inc. a New York corporation and McWhorter Chemical Company and Mallinckrodt LLC, a Delaware limited liability company by and on behalf of itself as successor in interest to Mallinckrodt Inc., a Delaware corporation  
Martin Chevrolet Sales Inc.  
Maurey Manufacturing Corp.  
Maytag Corporation  
McKesson Corporation  
MeadWestvaco Corporation  
Mercury Minnesota Inc.  
Modine Manufacturing Company  
Momentive Specialty Chemicals Inc. (f/k/a Borden Chemical, Inc.)  
Morton International, LLC  
MRC Holdings, Inc.  
MSC Engineered Materials and Solutions Group Inc.  
Murphy Oil USA, Inc.  
Navistar, Inc. f/k/a International Truck and Engine Corp.  
NCP Coatings, Inc.  
Northrop Grumman Systems Corporation  
Northwestern Flavors, LLC  
Paulo Products Company  
Pechiney Plastic Packaging Inc.  
Perfect Plastic Printing  
Pfizer Inc.  
Philips Medical Systems, Inc.  
Phillips 66 Company, as successor in interest to ConocoPhillips Company  
PPG Industries, Inc.  
PPG Industries, Inc., on behalf of entities identified as (1) Glidden Coatings & Resins, (2) Glidden Durkee/Paints/Resins, (3) SCM Corp. – Glidden Coating and Resins Div. (ICI Paints), (4) Kanartex Coatings Division – Grow Chemical, and (5) U.S. Paint – Subs. of Grow Chemical  
Prevue Pet Products, Inc.  
PRO Corporation f/k/a Comforce Corporation  
RepcoLite Paints Inc.

**APPENDIX B**  
**List of Respondents**

Rexam Beverage Can Company  
Robbins & Myers Inc.  
Rockwell Automation, Inc.  
Rohm and Haas Company  
Rollie Williams Paint Spot, Inc.  
RR Donnelley & Sons Company  
Rust-Oleum Corporation  
Safety-Kleen Corp., through Safety-Kleen Systems, Inc.  
SCA Chemical Services  
Scholle Corporation  
Sequa Corporation  
Shelby Properties  
The Sherwin-Williams Company  
Siemens Industry, Inc.  
Sine Systems Corporation  
Sommer & Maca Industries, Inc.  
Sparton Electronics Division  
Steelcase Inc.  
Sunspring America, Inc. (formerly Higgins Industries)  
Tennant Company  
Therm-O-Disc, Incorporated  
Tracy Industries, Inc.  
True Value Company  
Union Carbide Corporation  
Union Tank Car Company  
Unisys Corporation (on behalf of Sperry-Vickers Corporation in lieu of Eaton Corporation)  
Univar USA Inc.  
USG Industries, Inc., USG Corporation  
The Valspar Corporation  
Velsicol Chemical LLC  
Weber Marking Systems, Inc.  
Weltronic/Technitron Inc.  
Whirlpool Corporation  
Woodward, Inc. on behalf of M.P.C. Products  
WRR Environmental Services Co., Inc.  
Wyeth LLC  
Xerox Corporation  
Zenith Electronics LLC, a Delaware Limited Liability Company (formerly known as Zenith Electronics Corp.)  
Zurn Industries, LLC

## Appendix C

# Lake Calumet Cluster Site Plan


**Alburn Incinerator**

**US Drum**

**Unnamed Parcel**

## Site Location



 Lake Calumet Cluster Site Boundary

0 125 250 500 750 1,000 Feet